

Jeff Hastings, Chairman

Anthony W. Perlatti, Director

Inajo Davis Chappell, Board Member

Anthony Kaloger, Deputy Director

Terence M. McCafferty, Board Member

Lisa M. Stickan, Board Member

MEETING AGENDA

August 22, 2022

9:00 a.m.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATIVE

1. Recommendation for the New Voting Equipment for Cuyahoga County Board of Elections
2. Authorization for the Director, Deputy Director and County Prosecutor to negotiate a contract with the recommended voting equipment vendor

CANDIDATE AND PETITION SERVICES

3. Protest hearing filed by Shalira Taylor regarding Shayla Davis's petitions for Ohio House District 18
4. Certification of the September 13, 2022, Berea Ward 01 Recall Election issue
5. Certification of the East Cleveland Mayoral Recall election issue and establishing said recall election at the November 8, 2022, General Election
6. Acknowledgment of death in, and appointment to elected office
7. Acknowledgment of candidate withdrawal

BALLOT

8. Certification of the official results of the August 2, 2022, Primary Election
 - a. Authorization to approve the remake of the optical scan ballots from the August 2, 2022, Primary Election
 - b. Authorization to approve absentee ballots from the August 2, 2022, Primary Election
 - c. Authorization to approve provisional ballots from the August 2, 2022, Primary Election
 - d. Acknowledgment of the pre & post-test results of the vote tabulation system from the August 2, 2022, Primary Election
9. Acknowledgment of the date, time, and place of the post-election audit for the August 2, 2022, Primary Election
10. Acknowledgment of the Ballot Proofs for the September 13, 2022, Berea Ward 01 Recall Election in accordance with the Ballot Proofing Policy approved by the Board at the March 12, 2021, Board Meeting
11. Final approval of the ballot order for the September 13, 2022, Berea Ward 01 Recall Election

Video of this meeting can be viewed at <https://www.youtube.com/CuyahogaCountyBOE>

¹ Please email mbejjani@cuyahogacounty.gov or dwhite1@cuyahogacounty.gov with your name and the nature of your comment so we can fully assist you.

ELECTION OFFICIALS

12. Authorization to pay: 1 Voting Location Manager x \$275 = \$275; 1 Voting Location Deputy x \$275 = \$275; 6 Precinct Election Officials x \$250 = \$1,500 for the September 13, 2022, Berea Ward 01 Recall Election

ELECTION SUPPORT

13. Final authorization for the allocation of voting booths for the September 13, 2022, Berea Ward 01 Recall Election. Allocation quantities are based on social distancing and room size per polling location. A total of 11 voting booths will be allocated + 2 DS200 precinct scanners + 1 ADA AutoMark voting units and 2 Electronic Poll books

FISCAL

14. Approval to Terminate Contract (CM1356) with Tenex Software Solutions providing Online Poll Worker Management Solution Software, Election Force, Under the Authority of Subdivision (I)(3), Article IV. of the Contract
15. Approval to send Voter Information Guide to all active voters' households in Cuyahoga County for the November 8, 2022, General Election
16. Approval of vouchers

NEW BUSINESS

- Poll Worker Refer-A-Friend Program

PUBLIC COMMENT¹

EXECUTIVE SESSION

Discussion of personnel issues (to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official) and disputes involving the public body that are the subject of pending or imminent court action.



CUYAHOGA COUNTY BOARD OF ELECTIONS

2022 Board Meeting Schedule

August 2022

Monday, August 22nd @ 9:00AM

Certification of the August 2, 2022 Primary Election

Certification of Issues for the November 8, 2022 General Election

September 2022

Monday, September 12th @ 9:30AM

Certification of remaining issues and charter amendments for the November 8, 2022 General Election

Certification of Write-In Candidates for the November 8, 2022 General Election

October 2022

Wednesday, October 12th @ 9:30AM

October Board Meeting

November 2022

Friday, November 4th @ 9:30AM

Meeting for the November 8, 2022 General Election

Tuesday, November 8th

November 8th General Election

Monday, November 21st @ 9:30AM

Provisional verification for the November 8, 2022 General Election

Tuesday, November 29th @ 9:30AM

Certification of the November 8, 2022 General Election

December 2022

Wednesday, December 14th @ 9:30AM

December Board Meeting

Agenda Item #2

Agenda Item #2:

Authorization for the Director, Deputy Director and County Prosecutor to negotiate a contract with the recommended voting equipment vendor

Agenda Item

#4

Certification of recall election for the September 13, 2022 Election

Issue 1:

City of Berea Ward 01

Member of Council Ward 01 Recall Election: Shall Leon Dozier continue to hold the office of Member of Council Ward 01?

MOTION

This Motion is being considered at a Special Meeting of Berea City Council, held at 7:30 pm on Monday, August 15, 2022.

Whereas, City of Berea, Ohio, Ward 1 City Councilman Leon R. Dozier commenced his two-year term of office on January 2, 2022; and

Whereas, on August 4, 2022, one or more petitions were filed by qualified electors with the Clerk of Council, petitioning the Council of the City of Berea, that the question of removing Ward 1 Councilman Leon R. Dozier, be submitted to the electors of Ward 1, in accordance with Item XV-6 of the Charter of the City of Berea; and

Whereas, the petitions were reviewed by the Board of Elections for the purpose of validating signatures and subsequently returned the petitions to the Clerk of Berea City Council, who upon further review, determined that they were sufficient and thus duly certified the petitions; and

Whereas, upon certification of the petitions, the Clerk notified Councilman Dozier, by both email and regular mail, that if he failed to resign within five-days, that the Council of the City of Berea would be required to select a date for a special recall election; and

Whereas, the Councilman Dozier did not resign within five-days of being provided with notice; and

Whereas, the Board of Elections strongly urges the Council of the City of Berea to set the date for the special recall election on Tuesday, September 13, 2022, which will provide the Board of Elections time to prepare ballots, provide notice of the election and to distribute and process absentee ballots.

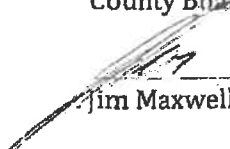
Therefore, upon consideration of these factors, it is MOVED BY Mr. Skoczen AND
SECONDED BY Mrs. Brown to direct that the Board of Elections conduct a special
election on Tuesday, September 13, 2022, on the question of removing Ward 1 Councilman Leon R.
Dozier, pursuant to Item XV-6 of the Charter of the City of Berea.

Councilman, Ward 1 – Leon R. Dozier	<u>RECUSE</u>
Councilman, Ward 2 – Chris McManis	<u>Yes</u>
Councilwoman, Ward 3 – Lisa Weaver	<u>Yes</u>
Councilwoman, Ward 4 – Erika Coble	<u>Yes</u>

Councilman, Ward 5 – Rick Skoczen	<u>Yes</u>
Councilman, At-Large – Gene Zacharyasz	<u>Yes</u>
Councilwoman, At-Large – Mary K. Brown	<u>Yes</u>

Having received a majority of affirmative votes, this Motion is passed.

Therefore, the Clerk is directed to immediately provide a certified copy of this Motion to the Cuyahoga County Board of Elections.


Jim Maxwell, President – Berea City Council

8/15/22
Date

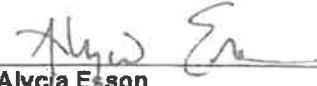
I, Alycia Essen, Clerk of the Berea City Council, do hereby attest that this is a true and accurate copy of the Motion passed by Berea City Council on August 15, 2022.


Alycia Essen, Clerk of Council

8/15/22
Date


RECALL PETITION – CITY OF BEREA

I, Alycia Esson, Clerk of Berea City Council, and in accordance with the provisions of Section XV of the Charter of the City of Berea, do hereby certify that on this 11 day of July, 2022, I have issued to Gail Grinnell, an elector of the City of Berea, this document denominated as RECALL PETITION # 1.


Alycia Esson
City Clerk, Clerk of Council

RECALL PETITION

We, the undersigned qualified electors of the City of Berea, hereby petition the Council of the City of Berea, that the question of removing LEON DOZIER, WARD 1 Councilman (State the office the person holds), be submitted to the electors in accordance with the provisions of the Charter of the City of Berea.

	SIGNATURES	ADDRESS	CITY	DATE SIGNED
1		<u>127 The Mall</u>	<u>Berea</u>	<u>7/18/22</u>
2	<u>Justin Hunter</u>	<u>731 Shelley Pkwy</u>	<u>Berea</u>	<u>7/18/22</u>
3	<u>John H Hunter</u>	<u>731 Shy Dr</u>	<u>Berea</u>	<u>7/18/22</u>
4	<u>and [unclear]</u>	<u>724 SHAKESPEARE</u>	<u>Berea</u>	<u>7/18/22</u>
5	<u>Kurt [unclear]</u>	<u>[unclear]</u>	<u>Berea</u>	<u>7/18/22</u>
6	<u>[unclear]</u>	<u>127 THE MALL</u>	<u>BEREA</u>	<u>7/18/2022</u>
7	<u>[unclear]</u>	<u>126 Shakespeare</u>	<u>Berea</u>	<u>7-27-22</u>
8	<u>[unclear]</u>	<u>156 Shakespeare</u>	<u>Berea</u>	<u>7-27-22</u>
9	<u>[unclear]</u>	<u>756 Shakespeare Dr</u>	<u>Berea</u>	<u>7/27/22</u>
10	<u>Prodigy Bailey</u>	<u>681 Shakespeare dr</u>	<u>Berea</u>	<u>7/27/22</u>
11	<u>Maria Samson</u>	<u>667 Shakespeare Dr</u>	<u>Berea</u>	<u>7/27/22</u>
12	<u>Sally Muehl</u>	<u>667 Shakespeare Dr</u>	<u>Berea</u>	<u>7/27/22</u>
13	<u>Denise Malinky</u>	<u>145-147 Riveredge Dr</u>	<u>Berea</u>	<u>7/29/22</u>
14	<u>Patricia M. [unclear]</u>	<u>161 Emerson</u>	<u>Berea</u>	<u>7/29/22</u>
15	<u>Jill Ann Koussek</u>	<u>65 Emerson</u>	<u>Berea</u>	<u>7/31/22</u>

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

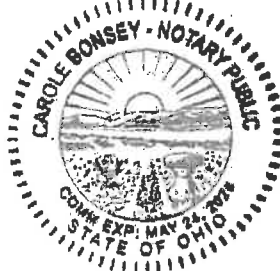
CITY OF BEREA)
COUNTY OF CUYAHOGA)
STATE OF OHIO)

AFFIDAVIT OF CIRCULATOR

I, GAIL A. GRIZZELL, circulator of attached Petition Paper No. 1 of the
Petition to Recall LEON DOZIER, do hereby state that there are 14 (number) signers to such
part of the petition and that each signature appended to the paper was made in my presence and is
the genuine signature of the person whose name it purports to be.

Gail A. Grizzell
Signature of Circulator
129 The Mall, Berea OH
Address

Subscribed and sworn to before me by GAIL GRIZZELL this 4 day of
August, 2022



Carol Bonsey
Notary Public

**WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY
OF THE FIFTH DEGREE.**

Agenda Item #5



CUYAHOGA COUNTY BOARD OF ELECTIONS

General Receipt, Candidate & Petition Services

Date Received: 8.16.2022

From:

Phone:

Tracy L Udrija-Peters, Clerk of Council
City of East Cleveland
14340 Euclid Ave.
East Cleveland, OH 44112

Received:

☒ Letter ordering the Board of Elections to fix a day for holding a

☒ Special Recall Election for the removal of Brandon King

☒ as Mayor of East Cleveland, Ohio

☐

Notes:

Received by Board of Elections-Staff: Lawler, Brent E.



CITY OF EAST CLEVELAND COUNCIL

14340 Euclid Avenue
East Cleveland, OH 44112
Phone: 216.681.2312
Fax: 216.681.5044

Nathaniel Martin
Council President

Ernest Smith
Council Vice-President

Juanita Gowdy
Councilor Ward 2

Patricia Blochowiak
Councilor at Large

Korean Stevenson
Councilor Ward 4

August 16, 2022

Mr. Anthony W. Perlatti, Director
Cuyahoga County Board of Elections
2925 Euclid Avenue
Cleveland, Ohio 44115

RE: Recall Election of Brandon King, Mayor of East Cleveland

Dear Mr. Perlatti,

I, Tracy L. Udrija-Peters, as the duly appointed, qualified Clerk of Council of the East Cleveland City Council, by the issuance of this letter, are hereby officially notifying you that on, as part of my lawful duty under the Charter, I personally notified Brandon King, Mayor of the City of East Cleveland as per the City Charter, SECTION 53 that the Elector Signatures on the Recall Petitions had been verified and validated by the Board of Elections.

I further notified him, as part of my lawful duty under the Charter, of SECTION 54. RECALL ELECTION, as per the city of East Cleveland's Charter which outlines two options available. The five-day window was at the end of business day, Thursday, August 18, 2022.

Mayor Brandon King has opted not to wait the five days and submitted a letter stating that he has "NO INTENTION" of resigning. As a part of my lawful duty under said Section of the Charter, I hereby order the Cuyahoga County Board of Elections to fix the day for holding a Special Recall Election for the removal of Brandon King as Mayor of East Cleveland, Ohio.

Respectfully,


Tracy L. Udrija-Peters, Clerk of Council

Attachments (2) Board of Elections Certification Form
Charter Section 54 Mayor Recall Response of NO INTENTION to Resign

Cc: Brent Lawler, Candidate & Petition Services
Brandon King, Mayor
Willa Hemmons, Law Director
Nathaniel Martin, Council President
Ernest Smith, Council Vice President
Juanita Gowdy, Councilor Ward 2
Patricia Blochowiak, Councilor-at-Large
Korean Stevenson, Councilor Ward 4
Patricia Parker, Asst. Clerk/Secretary



CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

PETITION CERTIFICATION FORM

Political Subdivision: City of East Cleveland

Petition Received Date: August 9, 2022

Recall Petition Description: *A petition to recall East Cleveland Mayor Brandon L. King.*

On behalf of the Cuyahoga County Board of Elections, I hereby certify that the Board Staff has examined the enclosed part-petitions, and the number of valid and invalid signatures on the part-petitions are as follows:

	<u>PART – PETITIONS</u>	<u>SIGNATURES</u>
1. Number of valid part-petitions.....	34	
Number of valid signatures on valid part-petitions.....		322
Number of invalid signatures on valid part-petitions.....		190
2. Number of invalid part-petitions.....	0	
Number of signatures on invalid part-petitions.....		0
3. Total number of part-petitions received.....	34	
4. Total number of signatures on part-petitions.....		512

Signed: _____

Anthony W. Perlatti, Director

Date: 8/11/2022



CITY OF EAST CLEVELAND

"REBUILDING EAST CLEVELAND TOGETHER"

August 17, 2022

Tracy Udrija-Peters, Clerk
East Cleveland City Council
14340 Euclid Ave.,
East Cleveland, Ohio 44112

Nathaniel Martin, President
East Cleveland City Council
14340 Euclid Ave.,
East Cleveland, Ohio 44112

RE: Charter Section 54 Mayor Recall Response of NO INTENTION to Resign

Dear City Council Clerk Udrija-Peters and Council President Martin:

On August 15, 2022, I received, a communication from the City Council Clerk advising me that I had until August 18, 2022 to notify of my intentions with regard to the Mayoral Recall petitions being accepted by the Board of Elections. I am writing this letter to hereby advise that I have NO INTENTION of resigning. Also, see below:

Chapter Section §54:

§ 54 RECALL ELECTION.

If a member or members of the Council, or any of them, designate in the petition, file with the Clerk of the Council within five days after said notice from the Clerk of the Council, his or their written resignation, the same shall be irrevocable and the Clerk of the Council shall at once notify the election authorities of the fact and the election authorities shall forthwith order and fix a day for holding a recall election for the removal of those not resigning. Such election shall be held not less than sixty nor more than ninety days after the expiration of the period of five days last mentioned, at the same time as any other general or special election held within such period; but if no general or special election be held within such period, the election authorities shall call a special recall election.

In addition, I am requesting that, pursuant to Section 54 of the East Cleveland Charter, that a Special Election on or about Tuesday, October 25, 2022, be held for the specific issue of the Mayor's Recall. This is due to the fact that we have received calls from the nursing homes and the mental health dedicated apartment complex that the citizens were misled when they signed the Recall petition. For example, they were told they were signing to receive an additional Stimulus check or other benefits in exchange for their signatures. Therefore, a Special Election is needed to ensure the integrity of the process as well as to clarify exactly the nature and consequences of the issue on the ballot. Thank you for your consideration of these concerns.

Sincerely,


Brandon L. King, Mayor

GENERAL AFFIDAVIT

Personally came and appeared before me, the undersigned Notary, the within named Charles Holmes, who is a resident of Cuyahoga County, State of Ohio, and makes this his statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his knowledge.

Reasons to Recall Brandon King:

- 1) The Mayor does not reside in the City of East Cleveland as the Charter requires.
- 2) The Mayor has spent money not appropriated by Council. This has been confirmed by the Fiscal Oversight Commission.
- 3) The Mayor has used City contractors for personal work (demolition of the home he received from the land bank) which he should have returned to the city when he did not rehab it.
- 4) The Mayor's spending is keeping the City of East Cleveland in debt. King's Administration has given away \$1.4 million in real estate to his friends with no payments to the City of East Cleveland. How is the City supposed to prosper and come out of debt? He doesn't care.
- 5) In a letter to State Representative Cupp and State Senator Hoffman, the State Auditor stated that he doesn't see East Cleveland coming out of fiscal distress within the near future.
- 6) Mayor King appointed Willa Hemmons as Law Director and Charles Iyehen as Finance Director, but has not brought them in front of City Council for approval as is required by the charter.
- 7) Mayor King has not been transparent and refuses to provide all contracts and related information to Council for storage in the Council office as is required by the Charter.
- 8) Mayor King forbids Mr. Iyehen, alleged Finance Director, to meet with Council members or other citizens except in Council meetings.
- 9) The Mayor is not transparent with regard to City finances and refuses to provide information requested by Council members.

10) The Mayor was given a grant application to obtain millions of dollars from the State of Ohio which would benefit the citizens of East Cleveland. King never submitted the application because it didn't fit into "his plans" and "what he wanted to do". He doesn't care.

Dated this the 9th day of July 2022

Charles A. King

Signature of Affiant

Sworn to subscribed before me this 9th day July 2022

Tristian Holmes

NOTARY PUBLIC

My Commission Expires: 9/27/22



TRISTIAN HOLMES
Notary Public
State of Ohio
My Comm. Expires
September 27, 2025

1

RECALL PETITION

In accordance with the provisions of Section 49 & 50 of the Charter of the City of East Cleveland, I Tracy L. Udrija-Peters, as Clerk of Council for East Cleveland City Council do hereby certify that on this 11th day of July 2022, have issued to Charles N. Holmes, Sr., an elector of the City of East Cleveland, this document denominated as a RECALL PETITION.

Tracy L. Udrija-Peters
CLERK OF COUNCIL

We, the undersigned electors of the City of East Cleveland, hereby petition the Cuyahoga County Board of Elections to set a date in accordance with the provisions of Section 54 of the Charter of the City of East Cleveland for a recall election to remove **Brandon L. King**, from the office of the Mayor of the City of East Cleveland on the grounds of the **STATEMENT OF REASON FOR RECALL** (The reason for recall must be stated on petitions or attached in an affidavit for city, village, town, and school district officials. The reason must be related to the official responsibilities of the officeholder. General statement must be no more than 200 words.) See attached affidavit****

	SIGNATURES	STREET	CITY	STATE	DATE
1.	<i>Debra J. Hunter</i>	<i>11250</i>	<i>East Cleveland</i>	<i>OH</i>	<i>8/9/22</i>
2.	<i>Shawn M. Smith</i>	<i>15832</i>	<i>Glynn Rd. Cleve</i>	<i>OH</i>	<i>8/10/22 8/9/22</i>
3.					
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20.					

CERTIFICATION OF THE CIRCULATOR (Must be in Circulator's Own Handwriting)

William Fambrough
(PRINTED CIRCULATOR NAME)

DECLARES UNDER THE PENALTY OF ELECTION FALSIFICATION

that he/she is the circulator of the foregoing part petition containing 2 signatures; that to the best of his/her knowledge and belief each of the signatures contained thereon is the genuine signature of the person whose name it purports to be; that he/she believes that such persons are electors of the City of East Cleveland who voted in the last regular election of municipal officers in which the office of Mayor was contested, and that they signed such petition with knowledge of the contents thereof; that he/she witnessed the affixing of every signature.

William Fambrough
Signature of the Circulator

15832 GLYNN RD.
Address of Circulator

East Cleveland *44112*
City and Zip-code of Circulator

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FOURTH DEGREE
NOTICE - Whoever knowingly signs this petition more than once, signs a name other than his own, or signs when not a legal voter, is liable to prosecution.

AUG 9 '22 11:47

COPY

34

Agenda Item

#6

Death in Elected Office

1. Stephana A. Childs-Caviness, Euclid City Council, Member (Ward 1)¹

Appointment to Elected Office

1. Wallace Tanner, Euclid City Council, Member (Ward 1)

¹ Term ends 12-31-2023; No special election is required per City Charter.

RE: Euclid-Ward 1 Councilmember

Sweeney, Kelley <KSweeney@cityofeuclid.com>

Fri 8/12/2022 9:01 AM

To: Brent Lawler <blawler@cuyahogacounty.gov>

Cc: Laboda, Cheryl <CLaboda@cityofeuclid.com>; Cory Milne <cmilne@cuyahogacounty.gov>; Tanner, Wallace <WTanner@cityofeuclid.com>

 1 attachments (1 MB)

Caviness Status Form.pdf,

Hi Brent and Cory, Attached is Stephana's status form and a link to her obituary. [Stephana A. Childs-Caviness | Calhoun Funeral Home & Cremation Service](#)

I'm including Mr. Tanner on this. His contact info:

(216) 309-1145

2046 Miami Road

Euclid, OH 44117

Wallace, apparently you have to contact the Ohio Ethics Commission per Brent's email. Here is their contact info.

[The Ohio Ethics Commission](#)

(614) 466-7090

Thanks gentlemen for your help! Have a great weekend.

Kelley A. Sweeney

Law Director, City of Euclid

(216) 289-2746

From: Brent Lawler <blawler@cuyahogacounty.gov>

Sent: Thursday, August 11, 2022 5:16 PM

To: Sweeney, Kelley <KSweeney@cityofeuclid.com>

Cc: Laboda, Cheryl <CLaboda@cityofeuclid.com>; Brent Lawler <blawler@cuyahogacounty.gov>; Cory Milne <cmilne@cuyahogacounty.gov>

Subject: Re: Euclid-Ward 1 Councilmember

Thank you.

I don't see that we were given any documents on the passing of Ms. Caviness. Please provide.

Also, please provide Mr. Tanner's contact information.

Did anyone in the city advise him of the requirement to file with the Ohio Ethics Commission?

tk

bel

Brent E. Lawler, Manager



Stephana A. Childs-Caviness

May 20, 1953 - July 7, 2022

 [Print](#)  [Email](#)

Service

The Greater Abyssinia Baptist Church
1161 E 105th st
Cleveland, OH 44108
Friday 7/15, 12:00 pm
Wake will begin at 11:30 am until time of service.

Visitation

Calhoun Funeral Home Rockside Road
23000 Rockside Rd.
Bedford Heights, OH 44146
440-232-9758 |
Thursday 7/14, 4:00 pm - 8:00 pm

Stephana Alece Childs Caviness, known lovingly as "Stephy," was born on May 20, 1953, to Mamie Estelle (nee West) and Stephen Amzi Childs. Stephana departed this life on July 07, 2022, after a recurrent battle with metastatic breast cancer. She is preceded in death by her parents; siblings Donald, Stephen, Paul, and Winona; daughter Stephana Alece.

Stephana was born in Cleveland, Ohio, and received a catholic education until high school. She graduated from Shaw High School in 1971. She then went on to study Communications at Case Western Reserve University. Growing up, Stephana loved to have fun and often rode her bike, as fast as she could, with no hands! She enjoyed playing outside until the street lights came on. Her brother Michael, says she was one bossy girl. Although the younger sibling, Stephana was very protective of her brother Michael, even until adulthood.

Raised as a Catholic, Stephana was a member of St. Aloysius Church. She later joined The Greater Abyssinia Baptist Church where she was a founding member of the GABC Praise Warriors. Most Sundays, you could find her assisting her son with the audio and video technology. As a Deaconess, and a member of the Social Development Committee, Stephana served with love and poured into church members in need of care.

In 2012, Stephana was elected to city council for Euclid, where she served as the Council person for Ward 1, until her death. During her appointment, she served as the Chair of both the Public Safety and Council Administrative Committees. Stephana regularly participated on various committees to ensure she was advocating for what was just. To say Stephana went above

and beyond for her residents to ensure their needs were met and policy was adhered to, is an understatement. She was a member of other notable groups, including the Women's Political Action Committee. During her political tenure, she was the Council Liaison for the City of Cleveland under former Mayor Dennis Kucinich. She was also mentored by the late Arnold Pinkney. As one who cared for the well-being and education of others, Stephana worked in the field of social work and never hesitated to lend a hand to someone in need. Anger Management, Parenting, and Sex Education were topics she provided education on while working at Family Health of Beechbrook.

In January of 1982, Stephana married Theophilus Caviness Sr. and to this union four children were born. Strong ties with Dr. E. T. Caviness, and Theodosia 'Jacki' Tucker continued through the years. Stephana enjoyed spending time with Chupi, her yorkie/chihuahua mix that often behaved more like a human than a dog.

The talents of Stephana were multiple as fashion was a great interest of hers. As a teen and young adult, she modeled apparel for department stores. She believed in being well groomed and often wore heels. She wanted to be as close to six feet tall as she could. It was the beauty and love for fashion that led Stephana to earn the title of Miss East Cleveland in 1971. Stephana loved to make jewelry and costumes by hand. She

was also an entrepreneur with her own talk show called "A Woman's Point" which was part of the Busting Out Entertainment Company. Her talents for choreography were also seen in the Caviness Dance Ensemble which she led as a Director.

Stephana will be remembered for her full cheeks that connected to her beautiful smile and kind heart. Her laughter was infectious like a beautiful

song. She often helped others in need and loved to spend time with her children and grandchildren. Many days were spent shopping with her daughter Lana or hanging out with her grandchildren. Stephana was the epitome of selflessness. To know her was to love her and she was a great blessing to many!

She leaves to cherish her brother Michael; children Theophilus 'Chip' (Denise), Stephen (Daniella), and Theana 'Lana,' stepson Roderic (Rhonda), four grandchildren, Theophilus 'TJ' III, Angelo, Ethan, and Stella, and many other close family, acquaintances and friends. Stephana will surely be missed.



Melody Stewart left a message on July 25, 2022:

Well done, good and faithful servant. Now, rest in peace.



Kimberly Taylor left a message on July 18, 2022:

Michael Steward and his family offer their condolences.



Kimberly Taylor left a message on July 18, 2022:

Michael Steward and his family offer their condolences.



Kimberly Taylor left a message on July 18, 2022:

Michael Steward and his family offer their condolences.



Phillip F Lanier Jr left a message on July 17, 2022:

Stephana meant a lot to my family and I. Chip and I met in kindergarten and our mom's became instant friends. Mrs Caviness's beauty was radiant on the inside same as it was outward. What stood apart and was most memorable was her kindness; I saw first hand where it was inherited as I had the opportunity to meet Mrs Childs as a kid I still hear how endearing her voice was as she called her Stephy. That same kindness I know she passed down to Chip, Stephen, and Lana and I know they will keep her legacy alive. I'm aware no words can ease the pain of such a great lost but I pray God stays with you as you undergo the healing. Much love From Phillip F. Lanier Jr and family. She will always be in our hearts.

Resolution No. 82-2022

By - All Members of Council

A resolution appointing **Wallace Tanner** as Councilperson for Ward 1 to fill the vacancy created by the death of Ward 1 Councilperson Stephana Caviness and he/she shall serve for the balance of the unexpired term ending on December 31, 2023.

WHEREAS, the position of Councilperson for Ward 1 of the City of Euclid is vacant as of July 7, 2022 due to the unfortunate passing of Ward 1 Councilperson Stephana Caviness; and

WHEREAS, the Council of the City of Euclid accepted applications from interested residents of Ward 1 to fill the vacant position; and

WHEREAS, pursuant to the Charter of the City of Euclid, Article II, Section 1, the appointee to the vacant position as Councilperson for Ward 1 shall serve for the balance of the unexpired term ending on December 31, 2023; and,

WHEREAS, the Council of the City of Euclid has determined that **Wallace Tanner** is the best candidate to fill the Ward 1 seat by virtue of his/her electoral status, residence and qualifications.

NOW, THEREFORE, be it resolved by the Council of the City of Euclid, State of Ohio:

Section 1: That pursuant to Article II, Sections 1 and 7 of the Charter of the City of Euclid, the Council of the City of Euclid hereby appoints **Wallace Tanner** to the position as Councilperson for Ward 1 to fill the vacancy created by the death of Ward 1 Councilperson Stephana Caviness and he/she shall serve for the balance of the unexpired term ending on December 31, 2023.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including 121.22 of Ohio Revised Code.

Section 3: That this resolution shall take immediate effect.

Attest:


Clerk of Council


President of Council

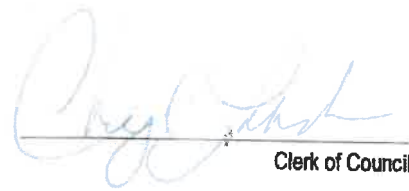
Passed: August 3, 2022

Approved:


Mayor

CERTIFICATION

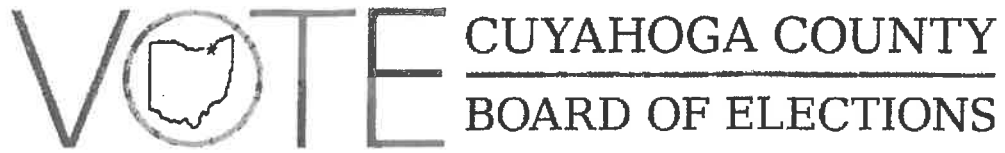
I, Cheryl Laboda, duly elected, qualified Clerk of Council of the City of Euclid, Ohio do hereby certify the foregoing to be a true and exact copy of Resolution No. 82-2022 from the Euclid City Council meeting held on 3rd day of August, 2022.


Clerk of Council

72 AUG 03 4:27 PM '22

Agenda Item

#7



Candidate Withdrawal Acknowledgment

November 8, 2022 General Election

<u>Office</u>	<u>Name</u>	<u>Party</u>
South Euclid Municipal Court Judge UTE 12/31/23	Tyessa V. Howard	No party

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Date: 8/17/22

I, TERESA V. HOWARD, withdraw my candidacy for

(check one):

☒ November 8, 2022 General Election

☐ Other: _____

Party (if applicable):

DEMOCRAT

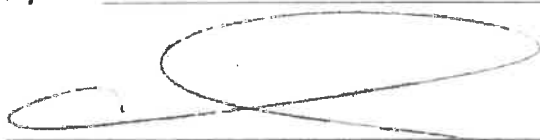
Office:

SOUTH EXCISE MUNICIPAL COURT JUDGE

Term date (if applicable):

INDEPENDENT FROM 2010 12/31/25

Signature:



Printed Name:

TERESA V. HOWARD

Street Address:

3783 WILLOWHURST ROAD

City / Zip Code:

SOUTH EXCISE OH 44121

Phone:

(216) 240-1851

Email:

TERESA.HOWARD@GMAIL.COM

Agenda Item #8

August 2, 2022, Primary Election Official Canvass Certification Data

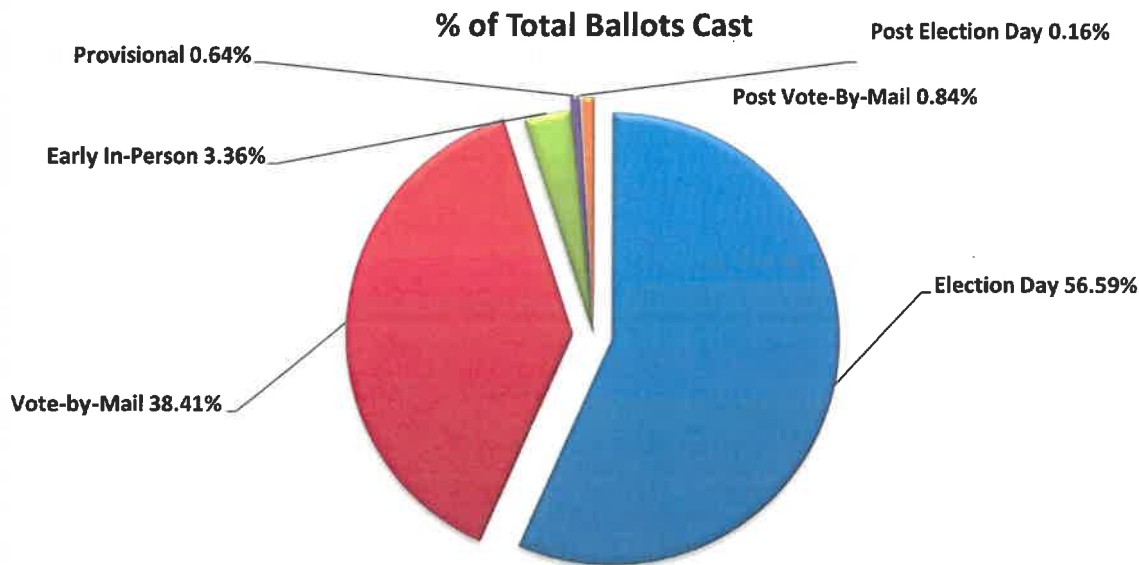
FINAL RESULTS

Official Election Results for the August 2, 2022, Primary Election are attached to the Election Summary Report.

SUMMARY OF OFFICIAL CANVASS

There were a total of 92,042 ballots tabulated for the August 2, 2022, Primary Election. Below is a breakdown of the ballots counted by category and a percentage of the total vote by category.

Category	Ballots Cast	% of Total Ballots Cast
<i>Election Day</i>	52,090	56.59%
<i>Vote-by-Mail</i>	35,350	38.41%
<i>Early In-Person</i>	3,094	3.36%
<i>Provisional</i>	590	0.64%
<i>Post-Election Day</i>	145	0.16%
<i>Post Vote-By-Mail</i>	773	0.84%
Total	92,042	



VOTE-BY-MAIL/EARLY IN-PERSON SUMMARY

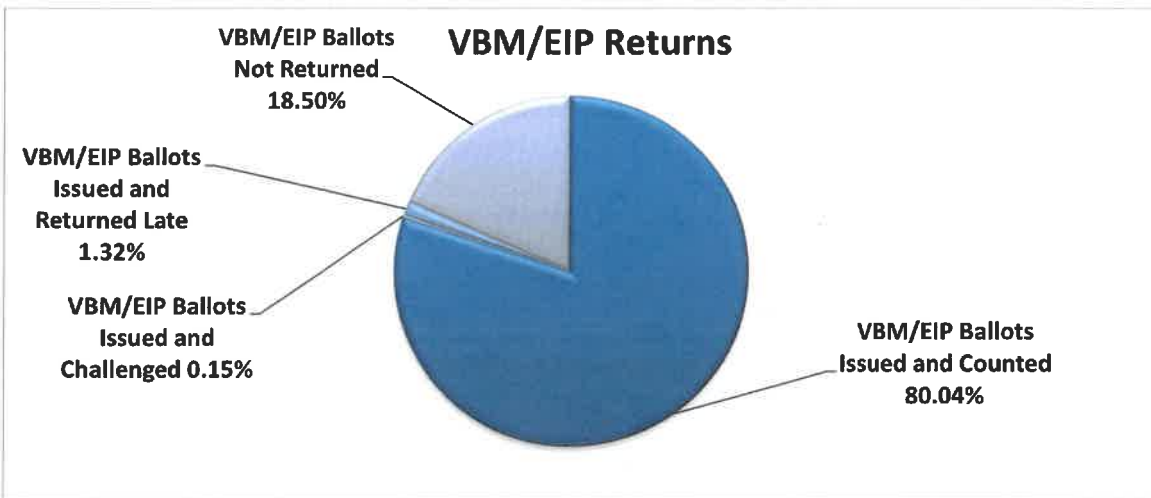
A total of 48,998 ballots were issued during Vote-by-Mail and Early In-Person voting. Of those ballots, 39,216 (80.04%) were returned and counted by the Ballot Department. There were 719 challenged or late VBM/EIP ballots, resulting in a 1.80%* Challenge Rate for this election.

*The Challenge Rate is 0.18% when voters who returned their ballot late are excluded.

VBM/EIP Data	Vote by Mail	Early In-Person	Military and Overseas	Total
Issued	45,592	3,094	312	48,998
Returned and Counted	36,045	3,094	77	39,216
Challenged	72	0	0	72
Returned Late	647	0	0	647
Not Returned	8,828	0	235	9,063

VBM/EIP Data - Challenge Rate	
Overall Return Rate	81.50%
Challenge Rate (Total)	1.80%
Challenge Rate (Late Removed)	0.18%

VBM/EIP Ballots Challenged	Number of Challenged Ballots	% of Total Challenged VBM
ID Invalid	24	33.33%
Signature Not Provided	17	23.61%
Ballot Not Returned With Envelope	12	16.67%
ID Envelope Not Returned	9	12.50%
ID Not Provided	7	9.72%
ID Envelope Incomplete	1	1.39%
Signature Invalid	1	1.39%
Stub Not Returned With Ballot	1	1.39%
Total	72	

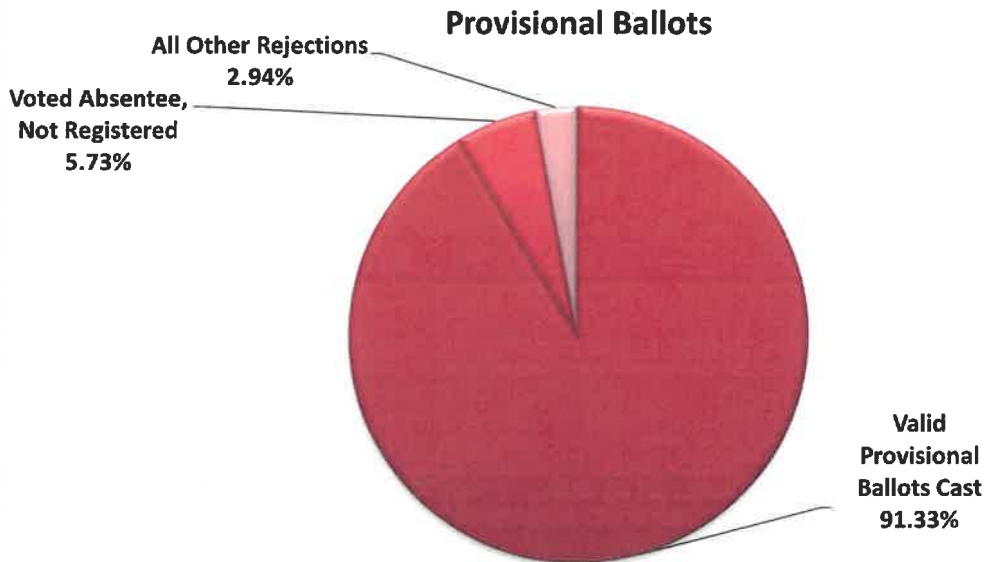


PROVISIONAL VOTING SUMMARY

A total of 646 Provisional Ballots were cast during the August 2, 2022, Primary Election. Of those ballots, 590 (91.33%) were valid and tabulated by the Ballot Department. There were 56 invalid Provisional Ballots, resulting in an 8.67%* rejection rate for this election.

*The Provisional Rejection Rate is 2.94% when provisional voters who have already cast a VBM Ballot or are Not Registered are excluded.

Provisional Data		
Total Provisional Ballots Cast	646	
Valid Provisional Ballots	590	91.33%
Wrong Precinct, Correct Location of Valid Provisionals	5	0.85%
Rejected Provisional Ballots	56	8.67%
Rejection Category	Rejected	% of Total Rejections
Not Registered	24	42.86%
Voted Absentee	13	23.21%
Wrong Precinct Wrong Location	6	10.71%
Empty Envelope	5	8.93%
Missing Address	3	5.36%
Non-Matching ID	2	3.57%
No Signature	1	1.79%
Missing DOB	1	1.79%
Voter Voted in Wrong County	1	1.79%



BALLOT REMAKES

During the election, 260 ballot sheets were processed in accordance with the CCBOE Remake Policy (approved by the Board on May 17, 2013). The overall remake rate for this election was .0409%. Excluding UOCAVA & Voted For Ineligible Contest, the remake rate for this election was 0.285%.

(*) indicate categories in which no sheets are to be remade, rather the original ballot sheet is tabulated.

Reason for Remake	Number of Remakes	% of Total Remakes
1 - Ballot folded, torn or mutilated.	138	53.08%
2 - Ballot contains indeterminate marks not made by the voter.	-	0.00%
3 - UOCAVA Ballot that cannot be accurately read by automatic tabulating equipment.	79	30.38%
4 - Ballot contains votes for ineligible contest(s).	5	1.92%
5 - Inadvertent mark made by the voter, resulting in the scanner detecting an over vote or an indeterminate mark.	3	1.15%
6 - Voter marked entire ballot contrary to the instruction listed at the beginning of the ballot.	7	2.69%
*7 - Voter marked part of the ballot according to the ballot marking instructions contained on the ballot, and part of the ballot contrary to the instructions.	1	0.38%
*8 - Over vote, voter marked the ballot more than the permissible number of times for a particular contest, and there is no indication of contrary intent.	10	3.85%
9 - Voter marked the ballot more than the permissible number of times for a particular contest, however, the voter also made an indication of contrary intent and the voter's choice can be determined.	17	6.54%
*10 - Voter filled in the oval next to a candidate for an office and also cast a write-in vote for a different candidate for the same office by filling in the oval of, and the writing in of, the name of a write-in candidate.	-	0.00%
11 - Voter filled in the oval next to a candidate for an office and also cast a write-in vote for the same candidate for the same office by filling in the oval of, and the writing in of, the name of a write-in candidate.	-	0.00%
Total	260	100.00%

Category	Remake Count	Percent of Total
Unofficial Canvass	99	38.08%
Official Canvass	161	61.92%
Total	260	100.000%

Category	Remakes Removed	Remake Rate
Regular VBM & Provisional Ballot Scanning	176	0.479%
UOCAVA & Voted For Ineligible Contest	84	0.229%
Total	260	0.708%

OVER VOTES

There were a total of 109 over votes recorded, resulting in a 0.118% over vote rate for the election.

VOTER HISTORY / BALLOT RECONCILIATION

Nine hundred seventy-five (975) precincts were involved in this election. Voter History is complete.

Ballot Reconciliation is complete.

RECOUNTS

There is one (1) automatic recount for this election.

- For Member of State Central Committee, Man – 24th District – Democrat

The recount is scheduled for Tuesday, August 30 at 9:30 AM.

AUDIT

The post-election audit will be conducted beginning Tuesday, September 6 at 9:00 AM.

The audit will be conducted using the batch-based risk-limiting audit method.

August 2, 2022 Primary Election
Official Valid Write-In Totals

STATE REP - DISTRICT 18 - REP	Valid
Shalira Taylor	144

Summary	August 2, 2022	Official Results
Run Date:08/17/22	Primary Election	
RUN TIME:09:10 AM	Cuyahoga County, Ohio	
	STATISTICS	

	VOTES	PERCENT
PRECINCTS COUNTED (OF 975).	975	100.00
REGISTERED VOTERS - TOTAL	873,795	
BALLOTS CAST - TOTAL	92,042	
BALLOTS CAST - Democratic	67,056	72.85
BALLOTS CAST - Republican	24,985	27.15
BALLOTS CAST - Nonpartisan	1	
BALLOTS CAST - BLANK	208	.23
VOTER TURNOUT - TOTAL	10.53	
VOTER TURNOUT - BLANK	.02	

***** (Democratic) *****

DEM - STATE CENTRAL COM DISTRICT 18 MAN
(VOTE FOR) 1
(WITH 111 OF 111 PRECINCTS COUNTED)

Kevin D. Malecek	1,672	26.14
Phil Robinson	4,724	73.86
Over Votes	6	
Under Votes	204	

DEM - STATE CENTRAL COM DISTRICT 21 MAN
(VOTE FOR) 1
(WITH 316 OF 316 PRECINCTS COUNTED)

Armond D. Budish	5,081	18.81
Roosevelt Coats	2,148	7.95
Blaine A. Griffin	7,876	29.16
Kent Smith	10,889	40.32
Andre P. White	1,014	3.75
Over Votes	21	
Under Votes	1,060	

DEM - STATE CENTRAL COM DISTRICT 23 MAN
(VOTE FOR) 1
(WITH 292 OF 292 PRECINCTS COUNTED)

Sean P. Brennan	4,959	35.40
Willie Lewis Britt	682	4.87
Jeff Johnson	3,120	22.27
Michael Seals	1,093	7.80
Martin J. Sweeney	4,155	29.66
Over Votes	10	
Under Votes	690	

DEM - STATE CENTRAL COM DISTRICT 24 MAN
(VOTE FOR) 1
(WITH 264 OF 264 PRECINCTS COUNTED)

Riley Armstrong Alton	2,873	17.95
Dean DePiero	4,112	25.69
Chris Glassburn	1,830	11.43
Dale Miller	4,044	25.27
Matt Patten	3,145	19.65
Over Votes	17	
Under Votes	1,631	

DEM - STATE CENTRAL COM DISTRICT 18 WOMAN
(VOTE FOR) 1
(WITH 111 OF 111 PRECINCTS COUNTED)

Maureen G. Kelly	5,826	100.00
Over Votes	0	
Under Votes	780	

DEM - STATE CENTRAL COM DISTRICT 21 WOMAN
(VOTE FOR) 1
(WITH 316 OF 316 PRECINCTS COUNTED)

Juanita Gowdy	7,567	31.11
Renee A. Lindsley	4,320	17.76
Helen M. Sheehan	12,436	51.13
Over Votes	6	
Under Votes	3,760	

DEM - STATE CENTRAL COM DISTRICT 23 WOMAN
(VOTE FOR) 1
(WITH 292 OF 292 PRECINCTS COUNTED)

Colleen Corrigan Day	6,942	51.27
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Diane Morgan	6,599	48.73
Over Votes	3	
Under Votes	1,165	
DEM - STATE CENTRAL COM DISTRICT 24 WOMAN		
(VOTE FOR) 1		
(WITH 264 OF 264 PRECINCTS COUNTED)		
Kelly A. Kosek.	7,282	46.40
Megan Murphy	8,413	53.60
Over Votes	3	
Under Votes	1,954	
DEM - STATE SENATE 21ST DISTRICT		
(VOTE FOR) 1		
(WITH 316 OF 316 PRECINCTS COUNTED)		
John E. Barnes Jr.	10,496	38.25
Kent Smith	16,944	61.75
Over Votes	10	
Under Votes	639	
DEM - STATE SENATE 23RD DISTRICT		
(VOTE FOR) 1		
(WITH 292 OF 292 PRECINCTS COUNTED)		
Nickie J. Antonio.	12,780	100.00
Over Votes	0	
Under Votes	1,929	
DEM - STATE REP 13TH DISTRICT		
(VOTE FOR) 1		
(WITH 90 OF 90 PRECINCTS COUNTED)		
Michael J. Skindell	4,831	100.00
Over Votes	0	
Under Votes	503	
DEM - STATE REP 14TH DISTRICT		
(VOTE FOR) 1		
(WITH 81 OF 81 PRECINCTS COUNTED)		
Sean P. Brennan	4,506	100.00
Over Votes	0	
Under Votes	402	
DEM - STATE REP 15TH DISTRICT		
(VOTE FOR) 1		
(WITH 91 OF 91 PRECINCTS COUNTED)		
Richard Dell'Aquila	3,446	100.00
Over Votes	0	
Under Votes	441	
DEM - STATE REP 16TH DISTRICT HOUSE 16		
(VOTE FOR) 1		
(WITH 87 OF 87 PRECINCTS COUNTED)		
Monique Smith	3,751	43.98
Bride Rose Sweeney	4,777	56.02
Over Votes	2	
Under Votes	25	
DEM - STATE REP 17TH DISTRICT HOUSE 17		
(VOTE FOR) 1		
(WITH 86 OF 86 PRECINCTS COUNTED)		
Troy J. Greenfield	4,646	100.00
Over Votes	0	
Under Votes	564	
DEM - STATE REP 18TH DISTRICT HOUSE 18		
(VOTE FOR) 1		
(WITH 119 OF 119 PRECINCTS COUNTED)		
Darnell T. Brewer.	4,896	98.18
WRITE-IN.	91	1.82
Over Votes	3	
Under Votes	930	
DEM - STATE REP 19TH DISTRICT HOUSE 19		
(VOTE FOR) 1		
(WITH 96 OF 96 PRECINCTS COUNTED)		
Phil Robinson	5,201	100.00
Over Votes	0	
Under Votes	406	
DEM - STATE REP 20TH DISTRICT HOUSE 20		
(VOTE FOR) 1		

(WITH 124 OF 124 PRECINCTS COUNTED)

Michael Seals	964	22.25
Terrence Upchurch.	3,368	77.75
Over Votes	1	
Under Votes	134	

DEM - STATE REP 21ST DISTRICT HOUSE 21
(VOTE FOR) 1
(WITH 99 OF 99 PRECINCTS COUNTED)

Michael Ettorre	810	9.02
Elliot Forhan	5,113	56.95
Jonathan Holody	3,055	34.03
Over Votes	6	
Under Votes	302	

DEM - STATE REP 22ND DISTRICT HOUSE 22
(VOTE FOR) 1
(WITH 101 OF 101 PRECINCTS COUNTED)

Juanita O. Brent	8,871	70.26
Danielle J. Dronet	1,146	9.08
Vincent E. Stokes II.	2,609	20.66
Over Votes	1	
Under Votes	256	

DEM - STATE REP 23RD DISTRICT HOUSE 23
(VOTE FOR) 1
(WITH 15 OF 15 PRECINCTS COUNTED)

Daniel P. Troy.	918	100.00
Over Votes	0	
Under Votes	81	

***** (Republican) *****

REP - STATE CENTRAL COM DISTRICT 18 MAN
(VOTE FOR) 1
(WITH 111 OF 111 PRECINCTS COUNTED)

Jack Boyle	1,661	49.91
Dan Carter	1,211	36.39
Steve Salvi.	456	13.70
Over Votes	3	
Under Votes	119	

REP - STATE CENTRAL COM DISTRICT 21 MAN
(VOTE FOR) 1
(WITH 316 OF 316 PRECINCTS COUNTED)

Joe Miller	2,838	100.00
Over Votes	0	
Under Votes	643	

REP - STATE CENTRAL COM DISTRICT 23 MAN
(VOTE FOR) 1
(WITH 292 OF 292 PRECINCTS COUNTED)

Brian Andrews	2,395	51.71
Jonah Pelton	2,237	48.29
Over Votes	2	
Under Votes	348	

REP - STATE CENTRAL COM DISTRICT 24 MAN
(VOTE FOR) 1
(WITH 264 OF 264 PRECINCTS COUNTED)

Zacch Ashcraft.	3,059	24.39
Shannon Burns	6,658	53.08
Daniel R. Langshaw	2,826	22.53
Over Votes	5	
Under Votes	524	

REP - STATE CENTRAL COM DISTRICT 18 WOMAN
(VOTE FOR) 1
(WITH 111 OF 111 PRECINCTS COUNTED)

Terri Shawhan	1,877	56.59
Denise M. Verdi	1,440	43.41
Over Votes	1	
Under Votes	132	

REP - STATE CENTRAL COM DISTRICT 21 WOMAN
(VOTE FOR) 1
(WITH 316 OF 316 PRECINCTS COUNTED)

Laverne Jones Gore	893	26.44
Lucy M. Stickan	2,485	73.56
Over Votes	6	

Under Votes	97	
REP - STATE CENTRAL COM DISTRICT 23 WOMAN		
(VOTE FOR) 1		
(WITH 292 OF 292 PRECINCTS COUNTED)		
Doris Peters	4,022	100.00
Over Votes	0	
Under Votes	960	
REP - STATE CENTRAL COM DISTRICT 24 WOMAN		
(VOTE FOR) 1		
(WITH 264 OF 264 PRECINCTS COUNTED)		
Melanie Mason	10,145	100.00
Over Votes	0	
Under Votes	2,927	
REP - STATE SENATE 21ST DISTRICT		
(VOTE FOR) 1		
(WITH 316 OF 316 PRECINCTS COUNTED)		
Mikhail Alterman	2,867	100.00
Over Votes	0	
Under Votes	614	
REP - STATE SENATE 23RD DISTRICT		
(VOTE FOR) 1		
(WITH 292 OF 292 PRECINCTS COUNTED)		
Landry M. Simmons Jr.	3,952	100.00
Over Votes	0	
Under Votes	1,030	
REP - STATE REP 13TH DISTRICT		
(VOTE FOR) 1		
(WITH 90 OF 90 PRECINCTS COUNTED)		
Keith A. Davey.	1,103	100.00
Over Votes	0	
Under Votes	209	
REP - STATE REP 14TH DISTRICT		
(VOTE FOR) 1		
(WITH 81 OF 81 PRECINCTS COUNTED)		
Jolene B. Austin	1,734	54.22
David J. Morgan	1,464	45.78
Over Votes	0	
Under Votes	99	
REP - STATE REP 15TH DISTRICT		
(VOTE FOR) 1		
(WITH 91 OF 91 PRECINCTS COUNTED)		
No Valid Petition Filed.	0	
Over Votes	0	
Under Votes	3,654	
REP - STATE REP 16TH DISTRICT		
(VOTE FOR) 1		
(WITH 87 OF 87 PRECINCTS COUNTED)		
Michael Lamb	3,564	100.00
Over Votes	0	
Under Votes	541	
REP - STATE REP 17TH DISTRICT		
(VOTE FOR) 1		
(WITH 86 OF 86 PRECINCTS COUNTED)		
Ryan McClain	974	18.57
Thomas F. Patton	4,271	81.43
Over Votes	0	
Under Votes	68	
REP - STATE REP 18TH DISTRICT		
(VOTE FOR) 1		
(WITH 119 OF 119 PRECINCTS COUNTED)		
WRITE-IN.	221	100.00
Over Votes	0	
Under Votes	461	
REP - STATE REP 19TH DISTRICT		
(VOTE FOR) 1		
(WITH 96 OF 96 PRECINCTS COUNTED)		
Ron Brough	1,535	55.90
Candidate Withdrawn		
Over Votes	3	

Under Votes	322	
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REP - STATE REP 20TH DISTRICT
(VOTE FOR) 1
(WITH 124 OF 124 PRECINCTS COUNTED)

No Valid Petition Filed.	0	
Over Votes	0	
Under Votes	373	

REP - STATE REP 21ST DISTRICT
(VOTE FOR) 1
(WITH 99 OF 99 PRECINCTS COUNTED)

Kelly Powell	1,671	100.00
Over Votes	0	
Under Votes	323	

REP - STATE REP 22ND DISTRICT
(VOTE FOR) 1
(WITH 101 OF 101 PRECINCTS COUNTED)

No Valid Petition Filed.	0	
Over Votes	0	
Under Votes	805	

REP - STATE REP 23RD DISTRICT
(VOTE FOR) 1
(WITH 15 OF 15 PRECINCTS COUNTED)

George M. Phillips	321	100.00
Over Votes	0	
Under Votes	58	

***** (Nonpartisan) *****

1 - CLEVELAND 6-M LOCAL OPTION
(VOTE FOR) 1
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes	27	75.00
No.	9	25.00
Over Votes	0	
Under Votes	1	

Agenda Item #9

Agenda Item #9:

Acknowledgment of the date, time, and place of
the post-election audit for the August 2, 2022,
Primary Election

Agenda Item

#10

Agenda Item #10:

Acknowledgment of the Ballot Proofs for the
September 13, 2022, Berea Ward 01 Recall
Election in accordance with the Ballot Proofing
Policy approved by the Board at the March 12,
2021, Board Meeting

Agenda Item

#11



September 13, 2022 Recall Election

Final Ballot Order

The following is the ballot order for the September 13, 2022 Recall Election in Berea Ward 01. The administration has reviewed and revised the order considering future filing deadlines and changes in voter registration.

The Cuyahoga County Board of Elections Election Day proposed ballot order is based upon the following factors:

- 125% of the turnout from the 2022 May and August Primary Elections plus 115% of Provisionals cast in those elections. Whichever total was greater, that was used to create the Final Ballot Order.

Additionally, 50 ballots for each precinct were ordered for Early In-Person voting. For Nursing Home, Hospital and Vote-by-Mail, 200 ballots were ordered for each precinct. The Ballot Department intends to process all ballots for these processes in-house.

The complete order can be found below.

Precinct Name	Portion	Polling Location	Vault ID	ED	EIP	VBM
				NON	NON	NON
BEREA -01-A	01	BEREA RECREATION CENTER	1	150	50	200
BEREA -01-B	01	BEREA RECREATION CENTER	1	185	50	200
				335	100	400

September 13, 2022 Recall Election

Ballot Order - Final

Precinct Name	Portion	Polling Location	Vault ID	ED	EIP	VBV
BEREA -01-A	01	BEREA RECREATION CENTER	1	NON	NON	NON
BEREA -01-B	01	BEREA RECREATION CENTER	1	150	50	200
				185	50	200
				335	100	400

Agenda Item

#12



CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Becky Brake

Department: Election Officials

Requested Action: ☐ Approval
☒ Authorization
☐ Other _____

Type of Request ☐ RFP/contract
☐ Travel/Training
☐ Personnel
☐ Provisional Rejections
☐ Absentee Rejection

☐ Certification
☐ Protest
☐ Other _____

Requested for the 08/22/2022 Board Meeting Agenda.
Date

Specific description of request:

Authorization to Pay: 1 Voting Location Manager x \$275 = \$275; 1 Voting Location Deputy x \$275 = \$275;

6 Precinct Election Officials x \$250 = \$1,500 for the September 13, 2022 Recall Election.

Estimated Expense: \$2,050

Budgeted Item: Yes ☐ No ☐

Requestor Signature: Becky Brake

Date: 8/17/2022

Manager Signature: _____

Date: _____

Fiscal Officer Signature: _____

Date: _____

Deputy Director: Anthony R. R.

Date: 8.19.22

Director Approved: Yes ☒ No ☐

Director's Signature: APD

Date: 8.19.22

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: _____

Received by the Clerk of the Board: Date: _____

Agenda Item #13



CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Victor Rush Department: Election Support

Requested Action: ☒ Approval
☐ Authorization
☐ Other _____

Type of Request

☐ RFP/contract
☐ Travel/Training
☐ Personnel

☐ Certification
☐ Protest
☐ Other _____

☐ Provisional Rejections
☐ Absentee Rejection

Specific description of request:

Allocation of voting booths for the September 13, 2022 Berea Ward 01 Recall Election. Allocation quantities are based on Social Distancing and room size per polling location. A total of 11 voting booths will be allocated + 2 DS200 precinct scanners + 1 ADA AutoMark voting units and 2 Electronic Poll books.

Estimated Expense: _____

Budgeted Item: Yes _____ No _____

Requestor Signature: Victor Rush

Date: 8-19-2022

Manager Signature: Victor Rush

Date: 8-19-2022

Deputy Director: Anthony Ralph

Date: 8-19-2022

Director Approved: Yes _____ No _____

Director's Signature: CP

Date: 8.19.22

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: _____ Date: _____

Received by the Clerk of the Board: _____ Date: _____

Agenda Item

#14

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

August 22, 2022

Tenex Software Solutions, Inc.
Ravi Kallem, President
5402 W. Laurel Street, Suite 217
Tampa, FL 33697

**RE: Notice to Terminate Contract with Tenex Software Solutions for Election Force
Online Poll Worker Management Solution – CM1356**

Dear Mr. Kallem,

As you are aware, the Cuyahoga County Board of Elections (the “Board”) gave notice suspending the contract between the parties regarding the Election Force Online Poll Worker Management Solution (“Force”) through a letter dated February 25, 2022. Since that time, Tenex Software Solutions (“Tenex”) has made modifications to its product and communicated their progress with the Board. These actions are recognized and acknowledged.

Prior to utilizing the upgraded software in a future election, the Board must thoroughly test the modified Force product to ensure it meets the operational needs of the agency. The addition of the August 2, 2022 Special Primary Election, the pending implementation of new voting equipment in 2023, and other administrative tasks do not allow for an adequate period for the Board to conduct a comprehensive review of the new Force and the timely implementation of an enhanced product. The first window of opportunity the Board sees for a potential Force implementation is 2025.

Pursuant to subdivision (I)(3) of Article IV, the Director may terminate the Contract at any time for any reason upon 30 days’ written notice to Tenex. This letter serves to provide notice that the Board is terminating the current Force contract with Tenex effective 30 days after the first day appearing above.

This termination does not reflect any change in the positive relationship the Board has built with Tenex or any views on the modifications made to Force. This decision is merely representative of the Board’s anticipated implementation schedules and available resources. The Board looks forward to its continued partnership with Tenex on other matters.

Sincerely,

Anthony W. Perlatti, Director
Cuyahoga County Board of Elections



Jeff Hastings
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

David J. Wondolowski
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

CUYAHOGA COUNTY BOARD OF ELECTIONS

February 25, 2022

Tenex Software Solutions, Inc.
Ravi Kallem, President
5402 W. Laurel Street, Suite 217
Tampa, FL 33607

RE: Notice to Suspend Contract with Tenex Software Solutions for Election Force Online Poll Worker Management Solution – CM1356

Dear Mr. Kallem,

The Cuyahoga County Board of Elections (Board) currently contracts with Tenex Software Solutions (Tenex) for the Election Force Online Poll Worker Management Solution. Pursuant to subdivision (I)(3) of Article IV, the Board took action at their February 14, 2022 meeting to authorize suspending the work under this Contract. This action harmonizes with the email exchange between both Parties on February 10, 2022.

This letter serves to memorialize the Board's wishes to suspend the Contract effective March 27, 2022, until further notice.

The Board looks forward to its continued partnership with Tenex.

Sincerely,

Anthony W. Perlatti, Director
Cuyahoga Board of Elections

SOLE SOURCE CONTRACT
by and between the
CUYAHOGA COUNTY BOARD OF ELECTIONS
and
TENEX SOFTWARE SOLUTIONS
(Election Force)

THIS CONTRACT (the "Contract") is made and entered into on March 12th, 2021, by and between the Cuyahoga County Board of Elections (the "BOARD") in Cleveland, Ohio, a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code, and Tenex Software Solutions, ("CONTRACTOR") having principal place of business at 5021 W. Laurel Street, Tampa, FL 33607. The Board and Contractor may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the Board requires a contractor supplement the regularly employed staff to provide and maintain software to provide an online poll worker management solution with the features the Board requires for the purpose of conducting elections; and

WHEREAS, the Contractor is the only vendor that can provide the online poll worker management solution due to the integration available with the Board's existing system previously furnished by the Contractor under a contract established through a prior competitive selection; and

WHEREAS, the Board and the Contractor intend to memorialize their agreement for the supplies necessary to deliver and provide support maintenance for the Election Force Online Poll Worker Management Solution in accordance with the terms, conditions and provisions contained in this Contract.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the Board agree as follows:

I. Term; Amount.

- A. Term.** This Contract shall be effective from January 1, 2021 through December 31, 2025 (the "Initial Term").
- B. Renewal Options.** The Contract automatically renews for an unlimited number of successive One-Year Periods ("Renewal Period") unless notice not to renew is delivered at least 90 days prior to the end of the current Renewal Period.

- C. **Amount.** The total amount paid by the Board to Contractor pursuant to this Contract shall not exceed \$50,000.00 per year or \$250,000.00 for the initial term.

II. **Scope of Services**

- A. The Contractor is retained to supplement the regularly employed staff of the Board to furnish the supplies necessary for providing connectivity between the Precinct Central electronic poll book system (currently used by the Board) and Election Force, for the purposes of reporting up-to-date poll worker assignments and clock-in/out information on Election Day and maintaining the software application/SaaS license in accordance with the terms, conditions and provisions contained in this Contract for use in all elections conducted by the Board. The Contractor shall render the specific services identified and described in Exhibit A.
- B. Contractor shall provide connectivity between the Election PAL (polling location and precinct management system currently used by the Board) and Election Force, for the purposes of reporting correct locations and precincts for poll worker assignments.
- C. Contractor shall provide connectivity between Election Response (help desk management system currently used by the Board) and Election Force, for the purposes of showing up-to-date poll worker assignments and contact information for ticket entry and management.
- D. SaaS License includes:
- Election Force backend poll worker management software for Board use
 - Election Force frontend poll worker portal for poll worker applications, training class sign-up
 - Connectivity with Election Force for sharing poll worker information and assignments
 - Connectivity with Election Force for sharing poll worker course completion and scores
 - Web-based cloud hosting
 - Server capacity management
 - Security infrastructure maintenance and upgrades
 - Remote technical support during business hours
- E. **License.**
Throughout the Initial Term and any Renewal Period(s), the Contractor hereby grants to the Board, for the purposes set forth in this Contract, an irrevocable, non-exclusive, royalty free, non-transferrable, fully paid up right and license to use, reproduce (for back-up or transition purposes), modify, adapt and disclose, and sublicense others to use, reproduce (for back-up and transition purposes), modify, and adapt on the Boards' behalf, the software and documentation necessary to operate the Election Force Online Poll Worker Management. The License shall include all updates, enhancements, modifications, upgrades, revisions, replacements, upgrades made to or in the place of software or any related documentation including, but not limited to, those that corrects errors, correct safety hazards, to support the Election Force Online Poll Worker Management Training software/license, and all error corrections, patches and bug fixes and any other derivative works created by Contractor during the Term. The Contractor shall provide all revisions, updates, modifications or upgrades as part of its Warranty and Maintenance services and any other routine system updates, modifications or maintenance work made to the software that is required to correct errors, patches or bug fixes or to operate

and maintain the Election Force Online Poll Worker Management Training without any additional compensation.

F. Performance Warranty.

In addition to the warranties described in Exhibit A, the Contractor and its staff shall provide the services contemplated under the Contract in a manner consistent with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the profession, currently performing under similar circumstances. The Contractor shall be responsible for the quality services rendered under the Contract and shall promptly make necessary corrections resulting from its negligence, errors, or omissions without any additional compensation. The Contractor's duty of care shall extend to the Board, and the Contractor shall be and remain liable to the Board in accordance with applicable law for all damages to the Board caused by the Contractor's negligent acts, performance, errors or omissions. If no such standards exist, then the Contractor shall perform its services in a workerlike manner with a reasonable degree of care, skill and diligence and as described in this Contract.

- G. Service Level Agreement.** Vendor shall provide Services that ensure access for all of the County's enrolled users in the event of failure at any one of the hosted locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services shall be dependable and provide response rates that are as good as or better than industry standards. Services shall meet the target levels of the Service Level Agreements ("SLAs") provided herein and be supported with sufficient connectivity and computing resources to handle daily use and reasonably anticipated peak demand, and shall ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance. Peak demand times typically begin 90-days prior to election day and continue till 30-days post-election day. Vendor further warrants that the Services will be available and in accordance with this Contract at all times throughout the Term. The level of unavailability shall not exceed one half of one percent (0.05%) per month. In the event of a breach of the foregoing warranty shall apply service level credits based on the actual availability measure for the applicable month as follows:

<u>Availability</u>	<u>Service Level Credit</u>
99.95% or greater	No Service Level Credit
99.949% - 99.500%	10% of the monthly prorated fee
99.499% - 99.000%	25% of the monthly prorated fee
Below 99.000%	50% of the monthly prorated fee

Service level credits for fees paid on an annual or monthly basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to the County's next invoice or, if the County has paid the final invoice under this Contract, service level credits shall be paid to the County within thirty (30) calendar days following the determination that the credit is due. In

addition to the foregoing remedies, in the event that Availability is below 99.5% for three (3) consecutive months or is below 70% in anyone (1) month, the County shall have the right, upon notice to, to terminate this Contract and shall promptly refund to the County the unused portion of the fee.

III. Payments.

A. Contract Fee.

The Board shall pay the Contractor \$50,000.00 for the performance required under this Contract, as described in Exhibit A, during the initial year. Thereafter, the Board shall pay the Contractor \$50,000.00 for each year.

B. Payments.

The Board shall not make payment for the initial year until the Election Force Online Poll Worker Management Training software is installed and fully accepted to the satisfaction of the Board. Thereafter, the Board will make payments to the Contractor for each year pursuant the verified performance and annually thereafter based on verified invoices.

C. Reimbursable Expenses.

No extra charges will be assessed for travel time or incidental expenses except as hereinafter provided. The Board will not reimburse the Contractor for any expenses incurred (such as travel expenses).

D. Invoices.

The Contractor will submit the invoice to the Board containing the contract number in the month following the performance of the services to the Board on or about the 10th day of the month after to Cuyahoga county Board of Elections, Fiscal Department, 2925 Euclid Avenue, Cleveland, Ohio, 44115. Undisputed invoices shall be due and payable by the Board within sixty (60) days from the date of receipt thereof. Invoices shall be accompanied by such supporting documentation as required by the Board. The Board may withhold payment for services that have not been properly performed or completed and shall not be responsible for cost overruns incurred by the Contractor.

E. Taxes.

The Board is a tax-exempt entity and will provide the Contractor a copy of the Board's tax exemption certificate. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the County. No conditions shall alter this statement.

IV. GENERAL TERMS AND CONDITIONS

A. Non-Disclosure. The Contractor agrees that it will not disclose at any time during or after its services under the Contract, either directly or indirectly, any confidential knowledge or information which the Contractor acquires with respect to the Contract or the Board, except as may be required by law, or in a court of competent jurisdiction.

B. Publicity. Any use of or reference to the Contract by the Contractor to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Board.

- C. Non-Exclusive Rights.** Nothing in the Contract with the Contractor shall preclude the Board from acquiring other services similar to the services provided for in the Contract.
- D. Audits, Records Retention and Inspection.** The Contractor shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available upon request for review and/or audit by the Director, his representative, or the Ohio Auditor of State's office at any time during the Contract period or for two (2) years from the expiration date and final payment on the Contract, whichever is later. The Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- E. Compliance with Law.** This Contract is subject to all applicable laws, ordinances, resolutions, regulations, rules, and policies of the County. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, campaign contributions, drug-free workplace, non-discrimination in employment, ADA compliance, workplace safety, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. If any provision of the Contract conflicts with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Contractor nor its employees are construed as employees of the Board for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose. The Contractor agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of the Contractor to provide equal opportunity to all persons seeking to contract, or otherwise interested in contracting with, the Contractor.
- F. Certification of Compliance with Ethics and Campaign Contribution Laws.** The Contractor certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law. The Contractor agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Vendor.
- G. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance under this Contract. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract. The Vendor acknowledges that this Contract is integral to the Board's ability to administer free and fair elections, which constitutes the essence of the contract. The Vendor will not act or engage in any conduct that gives the appearance of impropriety or exhibits political bias or taints the elections process by reason of any partisanship of any kind, perceived or otherwise. The Vendor agrees i) to conduct its operations so as not to cause disrepute, contempt or scandal on the Board or otherwise interfere, directly or indirectly, with the Board's election administration process, and ii) that the

Vendor acknowledgements and agreements are a material inducement for the Board to select the Vendor for contract award.#

- H. Assignment and Subcontracting.** The Contractor may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Director of the Board. Any such approved assignment shall not relieve the Contractor from any of its responsibilities under the Contract. All work to be done by subcontractors utilized by the Contractor is subject to preapproval by the Board. All subcontractors or subcontractors selected by the Contractor and approved by the Board must comply with all the terms and conditions contained in the Contract. The Contractor shall not use or subcontract any individual or entity (including any entity that is owned or controlled by any individual) which is the subject of a debarment or suspension hearing or has otherwise been debarred or suspended by the County or any other governmental entity from performing work or services for the Board.

I. Default and Termination.

1. The Contractor shall be in default of the Contract if any of the following occur:
 - a. It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;
 - b. It abandons or discontinues its operations for the Board except when such abandonment or discontinuance is due to a *force majeure* event;
 - c. It fails to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Contract and such failure continues for a period of 10 calendar days after written notice of such failure is given it by the Board, provided that the failure or refusal to perform under this Contract is not is due to a *force majeure* event.
2. Upon the occurrence of any one or more of the events of default set forth in Paragraph 1 of this Section or upon any other default or material breach of this Contract, the Board may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:
 - a. The Director, upon written notice of his intention to do so, may terminate this Contract and have the services then uncompleted performed by another contractor or otherwise;
 - b. To enjoin any breach or threatened breach by the Contractor of any covenants, Contracts, terms, provisions or conditions of the Contract;
 - c. To sue for the performance of any obligation, promise or Contract devolving upon the Contractor for performance or for damages for the non-performance thereof, all without terminating the Contract; and/or

- d. Without waiving any default, to pay any sum required to be paid by the Contractor to others than the Board and which the Contractor has failed to pay under the terms and conditions of this Contract and any amounts to be paid by the Board, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by the Contractor to the Board on demand.
3. The Director may terminate the Contract at any time for any reason upon 30 days' written notice to the Contractor. Additionally, the Board may, at any time during the term, suspend or abandon, in whole or in part, the work under the Contract. In either case, the Board shall pay the Contractor for services rendered up to that time on account of such work. Such payments shall be made to the Contractor for partial services in proportion to the completion of the services upon termination.
4. All rights and remedies granted to the Board in the Contract and other rights and remedies that the Board may have at law and in equity are declared to be cumulative and not exclusive and the fact that the Board may have exercised any remedy without terminating this Contract shall not impair the Board's rights to later terminate or to exercise any other remedy granted in the Contract or to which it may be otherwise entitled. In no event shall any action or inaction, including any payments to the Contractor, by the Board constitute or be construed to be a waiver by the Board of any breach of covenant or default which may then exist on the part of the Contractor, and the Board's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to such breach or default. No assent expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.
- J. **Force Majeure.** The Contractor shall have no liability to the Board if it becomes unable to timely perform the agreed to services due to causes beyond the Contractor's control including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the Contractor), water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, terrorist acts, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carrier.
- K. **Mediation.** The Board and the Contractor recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, if a dispute arises between the parties, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty (30) days. The Board and the Contractor shall attempt to mutually agree as to the provider of neutral services, and the parties shall share the costs of such mediation equally. In the event the parties cannot mutually agree to a neutral mediator or the deadline described in this Section is not met, unless an extended time frame is consented to by both parties in writing, either party may commence litigation or any other legal proceeding that is appropriate.
- L. **Insurance.** For any work under the Contract and for the term of the Contract, the Contractor and all subcontractors, shall purchase and maintain at its own expense insurance the specified coverage and promptly furnish to the Board certificates of insurance evidencing that the specified insurance coverages are in effect. The insurance coverage to be purchased and maintained by the Contractor and its subcontractors, as required, shall be primary and non-contributory pertaining to any insurance, self-insurance, or self-funding arrangement maintained by the Board, which shall not contribute thereto. There shall be severability of

interests among the insureds under the insurance policies. Cross liability coverage shall be included in the policies. All policies, endorsements or modifications to the insurance purchased and maintained by the Contractor and its subcontractors shall be provided by companies authorized to write insurance in Ohio and carry a minimum A.M. Best's rating of A VII or above shall be subject to the Board's review and final acceptance.

1. **General Commercial Liability Insurance.** On an occurrence coverage basis (including, without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to the Contract, independent contractual, products and completed operations) the Contractor shall purchase general commercial liability insurance policy in the amount of \$1,000,000 each occurrence bodily injury & property damage; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.
2. **Business Automobile Liability Insurance.** Policies covering all owned non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident; Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.
3. **Additional Insured.** The Board, officers, representatives, members, agents, and employees shall be included as additional insureds on the Contractor's Commercial General Liability and Automobile Liability policies. The additional insured coverage afforded under the Contractor's policies shall include both ongoing operations (work in progress) and completed operations (completed work), include the Board on a direct pay endorsement as loss payee, afford the Board thirty (30) days prior notice of cancellation or other material changes and a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

M. Indemnification

1. **General.** The Contractor agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Board as decided in its sole discretion, defend or pay for the defense of the Board, Board members, and its officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Contract, whether directly or indirectly, where such liability is
 - a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor's, its officers, employees, agents, independent subcontractors or subcontractors (or subcontractors or independent subcontractors thereof), or any other person or party for which the Contractor is legally liable, and
 - b. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of use of property.

2. **Intellectual Property.** The Contractor shall indemnify and shall hold harmless (including reasonable attorney fees) Indemnified Parties against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights in existence on the Effective Date resulting from the Contractor's or the Board's use of any equipment, software, technology, documentation, and/or data developed in connection with the services and products described in the Contract. If a third-party claim causes the Board's quiet enjoyment or use of any product supplied by the Contractor to be seriously endangered or disrupted, or, should a court order be issued against the Board restricting its use of any product and should the Contractor determine not to further appeal the claim issue, at the BOARD's sole option, the Contractor shall provide at its sole expense, the following:

- a. Purchase for the Board the rights to continue using the contested product(s); or
- b. Provide substitute products to the Board which are, in the Board's sole opinion, of equal or greater quality, or
- c. Refund all monies paid to the Contractor for the product(s) subject to the court action. The Contractor shall also pay to the Board all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

3. **Conditions.** The indemnity obligations under the Contract shall survive its expiration or earlier termination. Should the Board elect to have the Contractor's defend one or more of the Indemnified Parties, the Board shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Contractor's to reimburse the Board for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. Between the Contractor's and the Board, for purposes of fulfilling the Contractor's indemnity obligations hereunder, the Contractor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The indemnity obligations of the Contractor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Contractor.

N. **Rights to Materials.** The Board shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared pursuant to this Contract. All documents prepared by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are works for hire under the United States Copyright Act and shall, upon payment therefore, become the property of the Board. If for any reason the results and proceeds of the Contractor's services hereunder are determined at any time not to be a work made for hire, the Contractor irrevocably transfers and assigns to the Board all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Any materials prepared, created, produced by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are the property of the Board. the Contractor may retain copies, including reproducible copies of such documents for information and reference. The Board may use such materials without any additional compensation to the Contractor.

- O. Governing Law and Jurisdiction.** The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought and litigated to completion only in the state and federal courts sitting in Ohio, and each party consents to the exclusive jurisdiction of such courts. The Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- P. Public Records Act.** The Contractor acknowledges that the Board is subject by law to responding to all Public Record requests under Ohio law. The Contractor shall comply with the Public Record Act in all respects and shall not restrict or otherwise inhibit the Board from complying. If the Board is required to defend an action challenging the Contractor's claimed exemption from the Public Records Act, the Contractor agrees to defend and indemnify the Board from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
- Q. Security Protocols.** By executing a contract with the Board of Elections, the Vendor agrees to abide by all security protocols, both physical and cyber, required by the Ohio Secretary of State's Office (SOS) as published in SOS Directives and the Election Official Manual, which are hereby incorporated by reference into the contract. The security protocols are subject to change at the discretion of the SOS as published on the website of the Secretary of State, which the Vendor agrees constitutes adequate notice of such changes and the Vendor's failure to give notice of objection to the Board of Elections within 5 days of the publication constitutes the Vendor's acceptance of the change.

Additionally, the vendor acknowledges they are bound by the security requirements set forth in Exhibits C and D of this Contract.

V. GENERAL

- A. Notices.** All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
1. Received, or
 2. Upon transmittal through electronic mail with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or
 3. Upon delivery by the Board of the notice to a representative of the Contractor while on the Boards' property.

The addresses of the parties to this Contract are as follows:

In the case of the Board: Cuyahoga County Board of Elections ATTN: Fiscal Services Manager 2925 Euclid Avenue Cleveland, Ohio 44115 kazusy@cuyahogacounty.gov	with a copy to: County Prosecutor's Office ATTN: Counsel for the Cuyahoga County Board of Elections 1200 Ontario Street, 9 th Floor Cleveland, Ohio 44113
In the case of the Contractor: Tenex Software Solutions ATTN: Ravi Kallem, Founding President 5021 W. Laurel Street Tampa, FL 33607	with a copy to:

- B. Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.
- C. Integration and Amendment.** The Contract constitutes the entire Contract between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.
- D. Severability.** The provisions of the Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- E. No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract. The payment of funds to the Contractor by the Board should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

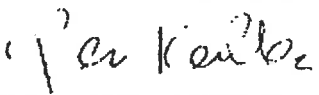
VI. CONSTRUCTION OF CONTRACT

All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any paragraph or clause in the Contract may require, the same as if such words have been fully and properly written in the number and gender. Any act to be performed under the Contract by the "Board" may be performed by the Director or by such of its employees or such other persons, corporations or firms as

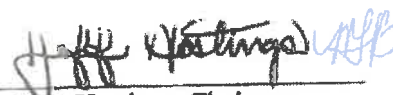

the Director may designate. "Director" when used herein, shall refer to the Director of the Board and include the Chief Information Officer. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit, or describe the scope or intent of any provision hereof. This Contract may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and that same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The following order of precedence shall govern in any conflict that arises between this Contract and any materials incorporated by reference: (1) this Contract; (2) Exhibit A – Contractor's Quote with Product Description; (3) Exhibit B - Contractor's Sole Source Letter; (4) Exhibit C – Software Security Requirements; and (5) Exhibit D – CIS Albert Cloud Monitoring Service. Provided, however, silence in the Agreement or the materials incorporated herein with respect to an issue shall not be construed as a variance with a provision addressing such issue in another document. The undersigned signatory for the Contractor hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Contractor. This representation and warranty are made for the purpose of inducing the Board to execute the Contract.

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

CONTRACTOR

By: 
Printed: Ravi Kallem
Title: President
Date: March 9, 2021

**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

By: 
Jeffrey Hastings, Chairman
By: 
Anthony W. Perlatti, Director
Date: 3.12.21

The legal form and correctness of this Contract is hereby approved:

Office of the Prosecutor, Cuyahoga County, Ohio

By: 
Mark Musson, Assistant Prosecutor



5021 W Laurel Street, Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Cuyahoga County Elections, OH - Quote

Date **January 21, 2021**

To: Cuyahoga County
2925 Euclid Ave.
Cleveland, OH 44115

From: Tenex Software Solutions, Inc
5021 W Laurel Street
Tampa, FL 33607

Qty	Product Description	Price
	SaaS License - Year 1 (January 2021 - December 2021) Includes: - Election Force backend poll worker management software for county use - Election Force frontend poll worker portal for poll worker applications, training class sign-up, and more - Web-based cloud hosting - Server capacity management - Security infrastructure maintenance and upgrades 1 - Remote technical support during business hours	\$ 50,000.00
	Election Force Online Poll Worker Management	
2	SaaS License - Year 2 (January 2022 - December 2022) Election Force Online Poll Worker Management	\$ 50,000.00
3	SaaS License - Year 3 (January 2023 - December 2023) Election Force Online Poll Worker Management	\$ 50,000.00
4	SaaS License - Year 4 (January 2024 - December 2024) Election Force Online Poll Worker Management	\$ 50,000.00
5	SaaS License - Year 5 (January 2025 - December 2025)	\$ 50,000.00
6	10X University combination and pre-payment discount (\$10k discount per year)	\$ (50,000.00)
Total:		\$ 200,000.00

Terms:

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.



5021 W. Laurel St.
Tampa, FL 33607

Re: Sole Source Justification – Online Poll Worker Management

January 18, 2021

The Cuyahoga County Board of Elections is currently looking for a poll worker management solution. Tenex Software Solutions, Inc. is a current vendor of the Cuyahoga County Board of Elections, providing electronic poll books, election night reporting, help desk management, polling location management, and asset and inventory management. Because of the integration available with the current BOE systems provided by Tenex, Tenex is the only vendor that can provide the Election Force poll worker management solution with the features the county requires including:

- Connectivity between the Precinct Central electronic poll book system (currently used by the county) and Election Force, for the purposes of reporting up-to-date poll worker assignments and clock-in/out information on Election Day
- Connectivity between Election PAL (polling location and precinct management system currently used by the county) and Election Force, for the purposes of reporting correct locations and precincts for poll worker assignments
- Connectivity between Election Response (help desk management system currently used by the county) and Election Force, for the purposes of showing up-to-date poll worker assignments and contact information for ticket entry and management

We appreciate your consideration of our system. If you need any further information, please let us know.

Regards,

A handwritten signature in black ink that reads 'Ravi Kallem'.

Ravi Kallem

INDEX OF EXHIBITS

EXHIBIT A – Contractor Quote with Product Description

EXHIBIT B – Contractor Sole Source Letter

EXHIBIT C – Software Security Requirements

EXHIBIT D – CIS Albert Cloud Monitoring Service

EXHIBIT C – Software Security Requirements

SECURITY:

Data Management: The respondent must meet the following requirements:

- Engage DHS to perform a Risk and Vulnerability Assessment ("RVA") every two years, in advance of elections. This service includes:
 - Network mapping and vulnerability scanning
 - Phishing tests
 - Web application or database evaluations
 - A full penetration test
- The vendor must submit results and a remediation plan to both the board of elections and the Secretary of CCBOE. Documents must be classified as a security record under ORC 149.433.
- Become a member of the Information Technology ISAC ("IT-ISAC") and the Elections Infrastructure ISAC (EI-ISAC). An ISAC is a nonprofit organization that provides a central resource for gathering information on cyber threats to critical infrastructure. It also serves as a two-way information sharing mechanism between the private and public sectors.
- Deploy an Albert intrusion detection device, a network security monitoring system that is managed 24/7 by DHS. Several vendors officially use an Albert intrusion detection device as part of their security strategy.
- Notify the Board of Election, Secretary of State's Office, and EI-ISAC of any system breach immediately after they become aware of it.
- Must keep all CCCBOE data within the United States. The respondent must provide written notification of the location of the data and keep the CCCBOE apprised of any change in location of the data.
- Respondent must agree and sign the CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.

The respondent must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting CCBOE Data are secure and that they protect CCBOE Data from unauthorized disclosure, modification, use or destruction. To accomplish this, the respondent must adhere to the following principles:

- Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the CCBOE Data.
- Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of CCBOE Data.
- Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
- Maintain appropriate identification and authentication processes for information systems and services associated with CCBOE Data.
- Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with CCBOE Data.
- Implement and manage security audit logging on information systems, including computers and network devices

Licenses: In addition to licenses covered in Section II.E, the vendor must provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services, including, but not limited to, licenses, registrations, or certifications.

Background Checks: All employees or contracted staff sent to Cuyahoga County Board of Elections (CCCCBOE) for any type of service provided on behalf of the respondent must complete a criminal background check that is kept on file with the respondent.

SOFTWARE WARRANTY:

Upon acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Respondent warrants as to all software developed under this contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Respondent's Proposal, and the Contract Documents; (b) the software will be free of any material defects; (c) the Respondent will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the CCBOE has not approved a separate license agreement governing that Commercial Software's warranties as part of the Contracting process, the Respondent represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the CCBOE; or (c) fully disclosed in the RFB Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Respondent will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the Contract Documents (or any attachment referenced in the Contract Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the CCBOE with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Respondent or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all the capabilities designed for end-users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software.

The Respondent will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

SOFTWARE MAINTENANCE:

During the warranty period, as well as any optional maintenance periods that the CCBOE exercises, the Respondent must correct any material programming errors that are attributable to the Respondent within a reasonable period. The CCBOE must notify the Respondent, either orally, or in writing, of a problem with the software and provide sufficient information for the Respondent to identify the problem. The Respondent's response to a programming error will depend upon the severity of the problem.

For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the system inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Respondent will respond to the request for resolution within four business hours.

Furthermore, the Respondent must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Respondent will respond within two business hours of notice. The Respondent also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance, and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the CCBOE has not signed a separate license agreement, the Respondent must acquire for the CCBOE the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Respondent must obtain a commitment from the licensor to make maintenance available for the product for at least five years after the first year of maintenance. The Respondent also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the CCBOE a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the CCBOE for use by the CCBOE solely for the purpose of maintaining the copy(ies) of the software for which the CCBOE has a proper license. For purposes of receiving the source code, the CCBOE agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this contract with respect to the source code. That is, with respect to the source code that the CCBOE gets under this section, the CCBOE will do all the things that the Confidentiality section requires the Respondent to do in handling the CCBOE's Confidential Information.

Albert Cloud Monitoring Service

Overview of the Albert Cloud Monitoring Service

The Albert Cloud monitoring service brings the Albert network monitoring service to the cloud. It uses the same trusted and proven IDS engine and rules as our on-premise monitoring service to provide piece of mind for cloud instances. The service is built using CIS Hardened Images and is designed to monitor network traffic going in and out of AWS EC2 instances or Azure Virtual Machine instances. If malicious traffic is detected, just like with our on-premise solution, an alert is generated and processed by the Albert backend. There, the raw alert or alerts are turned into events for analysis by our 24x7 SOC. Next, the SOC analyzes the event for escalation. They will either escalate the event via email or, if the event is found to be a false positive, it is marked as a false positive and not escalated.

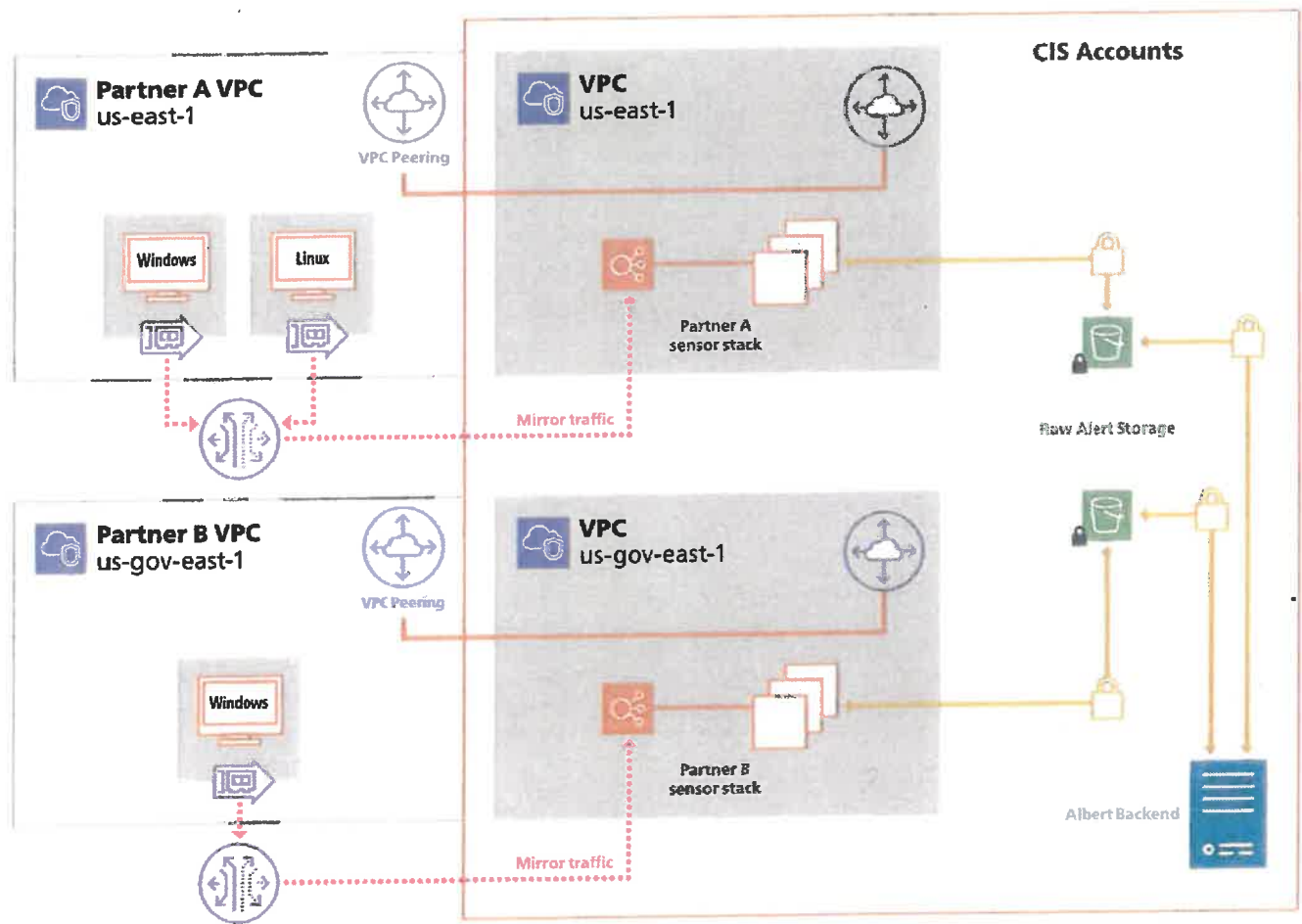
Albert Monitoring for AWS

Albert Cloud monitoring for AWS lets you monitor the network activity of AWS Elastic Compute Cloud or EC2 instances for malicious threats. The Albert service utilizes the native AWS services VPC peering and VPC mirroring to securely send a copy of the traffic going in and out of an instance to an Albert sensor running in CIS's AWS account. Your organization's dedicated Albert sensor or Cloud sensor stack is made up of an Elastic Load balancer and a group of EC2 instances using CIS Hardened Images running in an auto scaling group (ASG). The auto scaling group scales up and down based on network load to reduce costs during times of low traffic. ASGs also provides fault tolerance, from instance or zone failures. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in AWS S3 storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

Requirements for AWS monitoring

There are minimal requirements for Albert Cloud monitoring in AWS. Currently only Nitro-based EC2 instances can be monitored. This is a requirement of the VPC mirroring service used to mirror traffic from your instance to the Albert sensor stack. Most organizations should be on or planning to migrate to this instance type for EC2 as it is a better cost performance proposition, has enhanced security features, and many other benefits (<https://aws.amazon.com/ec2/nitro/>). You will also need to peer the VPC that the instances to be monitored are in to the VPC that the Albert Cloud sensor is in. Lastly you will need to configure the AWS VPC mirror in your account to use the Albert Cloud sensor. We have developed AWS native automation to assist with these steps so setup of these requirements should be relatively easy.

Albert Monitoring for AWS Logical Diagram



PROPERTY OF CIS – CONFIDENTIAL – SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE

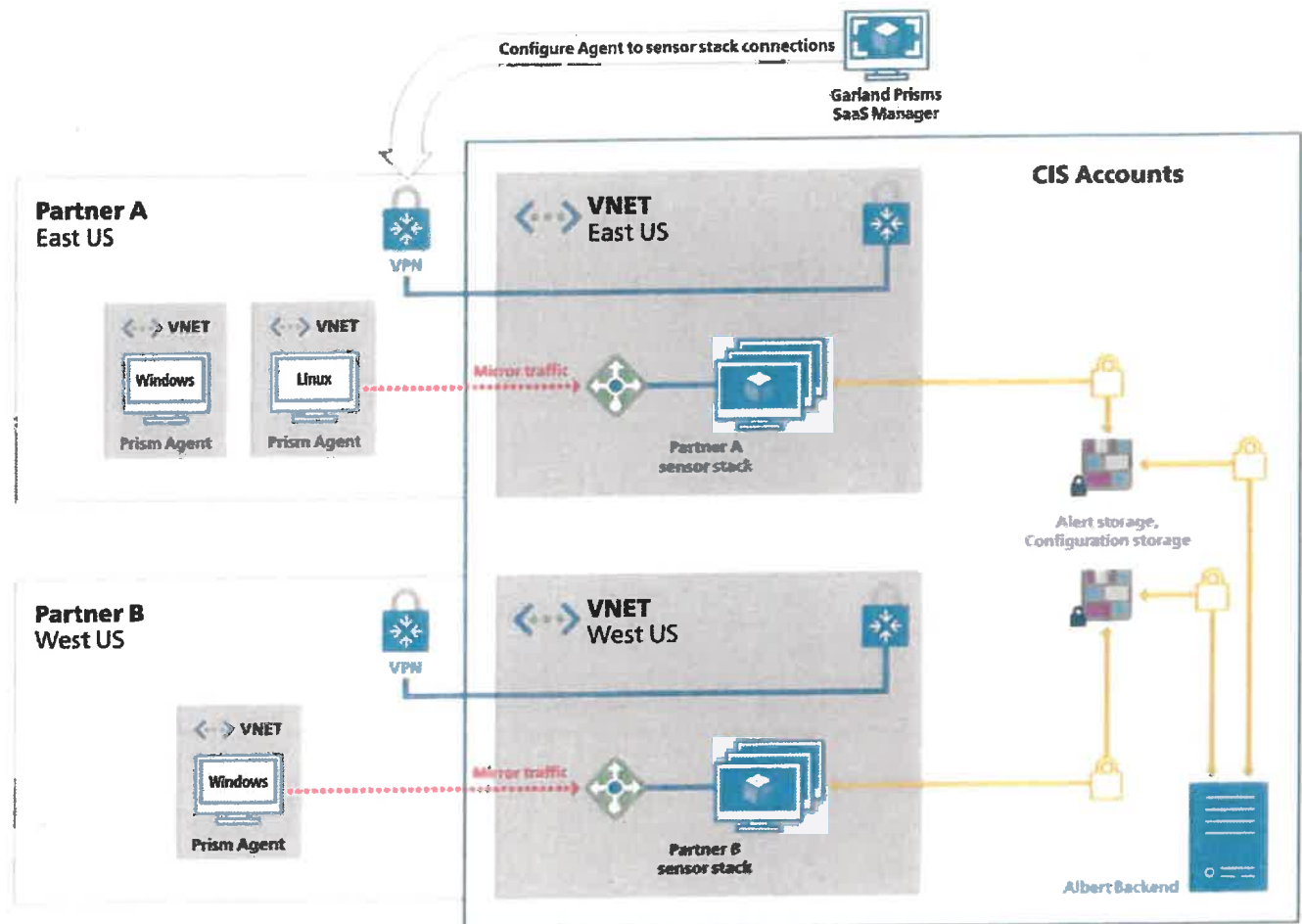
Albert Monitoring for Azure

Albert Cloud monitoring for Azure lets you monitor the network activity of Azure Virtual Machines or VM instances for malicious threats. The monitoring service leverages Garland's Prisms Cloud agent along with Azure VPN to securely send a copy of the traffic going in and out of an instance to an Albert sensor stack running in CIS's Azure account. The mirrored traffic is directed at your organization's dedicated Albert Cloud sensor which is made up of an Azure Load Balancer and a group of VM instances using CIS Hardened Images running in a VM Scale Set. The VM Scale Set scales up and down on demand to reduce costs during times of low traffic and to add fault tolerance if an instance fails. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in Azure Blob storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

Requirements for Azure monitoring

There are a few additional resources that need to be created in your Azure subscription to support Albert Cloud monitoring in Azure. First a VPN connection must be made using Azure VPN between your organization's VNET and CIS's VNET. The VPN connection provide a cost-efficient method for secure transmission of mirrored traffic to the Albert Cloud sensor. Once that is complete, the Garland Prism agent needs to be installed on each VM to be monitored. The agent is a lightweight process that copies traffic inbound/outbound from your VM to the Albert Cloud sensor. The agent can be installed on Windows or Linux systems using an installer provided by CIS. The installer has a quiet mode to allow for incorporation into any environmental automations your agency may have.

Albert Monitoring for Azure Logical Diagram



PROPERTY OF CIS - CONFIDENTIAL - SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE

Albert Cloud Leverages CIS Hardened Images

Albert Cloud uses services specific to the particular cloud service provider (CSP) as well as CIS Hardened Images. CIS Hardened Images are virtual machine images pre-configured to applicable CIS Benchmark recommendations. CIS Benchmarks and their corresponding CIS Hardened Images are used by thousands of organizations for compliance support with DoD Cloud Computing SRG, FedRAMP, PCI DSS, NIST, and HIPAA standards. They help mitigate common threats such as malware, insufficient authorization, and remote intrusion, and are updated every month to address patching and vulnerabilities.

Contact CIS

Visit www.cisecurity.org or email CIS_Services@cisecurity.org.

Agenda Item

#15



CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terrence M. McCafferty
Member


Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

Memorandum

To: Board Members

Cc: Anthony W. Perlatti, Director
Anthony N. Kaloger, Deputy Director

From: Kendra Zusy, Fiscal Services Manager 

Date: August 22, 2022

Re: Voter Information Guide November 8, 2022 General Election

As you are aware, a General Election will take place on November 8, 2022. The plan is to mail out a Voter Information Guide to all registered voters, households only, for this election—approximately 500,000 households.

The Voter Information Guide includes the following information:

- Notifying voters that the Ohio Secretary of State will be mailing Vote-by-Mail applications;
- How to request a Vote-By-Mail application from the Board of Elections;
- Early In-Person voting dates and hours at the Board of Elections;
- The voter's Election Day poll location and voting hours;
- Identification requirements for voting on Election Day;

Early In-Person voting begins on Wednesday, October 12, 2022. **The voter information guide will be mailed approximately one week before early voting begins.**

An unrestricted, informal bid was conducted through the Cuyahoga County's procurement system, INFOR, to 22 registered suppliers. The bid closed on Monday, August 15, 2022 at 2:30pm EST. There were only two bidders. A second effort was performed to attempt to obtain a minimum of three (3) quotes by extending the open bid period. The second effort bid closed Wednesday, August 17, 2022 at 10:00am EST. where a 3rd quote was obtained. Please see bid summary below:

Bid Tabulation

Rank	Bidder Name	Total
1	Angstrom Graphics Inc. Midwest	\$ 32,565.50 *
2	Weekley's Mailing Service Inc.	\$ 39,458.00
3	Foote Printing	\$ 39,564.00

* -Lowest, Best Bidder

Angstrom Graphics Inc. Midwest was the lowest and best bidder for a total of **\$32,565.50** for the printing and mailing of the November 8, 2022 General Election Voter Information Guide.

See summary of the total expected costs for the printing, mailing and postage for an estimated 550,000 Voter Information Guides.

Voter Information Guide - November 8, 2022 Election	
Printing (\$33.95 per M)	\$ 18,672.50
Mailing (\$25.26 per M)	\$ 13,893.00
Postage (\$0.10 per piece)	\$ 55,000.00
Total Expected Cost	\$ 87,565.50

Necessary funds were allocated in the 2022 BOE General Election Budget for this purpose.

Your official election information

November 8, 2022 General Election

Important Election Information

General Election



Check your mailbox!

The Ohio Secretary of State will be mailing Vote-by-Mail applications to all registered voters beginning September 2022.

For important election and voting updates follow us on Social Media @CuyahogaBoE

Apply to be a poll worker, confirm your voting location, and view your sample ballot on our website www.443vote.us



Voting Before Election Day

Vote-by-Mail

All voters can vote from home!

Avoid the lines, take your time researching what is on your ballot, and vote from the comfort of your own home.



Voting from home is easy!

- 1 Submit a ballot application to vote from home. You can print or request an application online at www.443vote.us or by calling 216-443-VOTE (8683).
- 2 We will mail your ballot to you with a return envelope.
- 3 Vote your ballot and return it before Election Day.
- * Use the **Track Your Vote-by-Mail Ballot** tool on our website to track your ballot application and ballot throughout the process!

Voting at the Board of Elections

We are located at 2925 Euclid Avenue in Cleveland. Voting dates and hours are below:



Weekdays*	Oct. 12 - Oct. 28	8 a.m. to 5 p.m.
Saturday	Oct. 29	8 a.m. to 4 p.m.
Weekdays*	Oct. 31 - Nov. 4	8 a.m. to 7 p.m.
Saturday	Nov. 5	8 a.m. to 4 p.m.
Sunday	Nov. 6	1 p.m. to 5 p.m.
Monday	Nov. 7	8 a.m. to 2 p.m.

*Weekdays denotes Monday through Friday.



CUYAHOGA COUNTY
BOARD OF ELECTIONS

2925 Euclid Avenue
Cleveland, OH 44115

NONPROFIT
U.S. POSTAGE
PAID
CLEVELAND, OHIO
PERMIT NO. 3452

Voting on Election Day

Your voting location is: (su lugar de votación)

Voting hours: Your polling location will be open on Election Day from 6:30 a.m. to 7:30 p.m.

Become an Election Day Poll Worker!

Earn between **\$220 - \$250** while serving your community and seeing democracy in action. Learn more and sign up today at our website, www.443vote.us

What ID should I bring?

- ✓ Acceptable forms of ID include an unexpired Ohio Driver License, State ID Card, Interim Documentation with your former address, Military ID, or current (within the last 12 months) utility bill, bank statement, paycheck, government check, or other government documents with your name and current address, when your current address is in the pollbook.
- ✗ Your passport or any notice from a Board of Elections, **including this notice**, is **NOT** an acceptable form of ID for voting purposes.



Su información electoral oficial para la Elección Primaria del 2 de agosto de 2022

Información Electoral Importante

Elección Primaria

- Su papeleta incluirá candidatos a la Cámara de Representantes de Ohio, el Senado de Ohio y el Comité Central del Estado.
- Los votantes deben seleccionar una papeleta demócrata o republicana durante la votación en ausencia y el día de las elecciones.
- Se debe presentar una solicitud de voto en ausencia por separado para cada elección.
- Para obtener actualizaciones importantes sobre las elecciones y la votación, síganos en las redes sociales @CuyahogaBoE

Solicite ser un trabajador electoral, confirme su lugar de votación y vea su papeleta de muestra en nuestro sitio web www.443vote.us



Votando antes del Día de las Elecciones

Votando por Correo

¡Todos los votantes pueden votar desde su hogar!



Evite las filas, tómese su tiempo para investigar su papeleta, y vote desde la comodidad de su propio hogar.

¡Votar desde su hogar es fácil!

- 1 Envíe una solicitud de papeleta para votar desde su hogar. Puede imprimir o pedir una solicitud en línea en www.443vote.us o llamando al 216-443-VOTE (8683).
- 2 Le enviaremos su papeleta por correo con un sobre de devolución.
- 3 Vote su papeleta y devuélvala antes del Día de las Elecciones.
- * ¡Use la herramienta **Track My Ballot (Rastrear Mi Papeleta)** en nuestro sitio web para rastrear su solicitud de papeleta y su papeleta durante todo el proceso!

Votando en la Junta Electoral

La Junta está ubicada en 2925 Euclid Avenue en Cleveland. Las fechas y horarios de votación están a continuación:



entre semana*	6 de julio - 22 de julio	8 a.m. a 5 p.m.
entre semana*	25 de julio - 29 de julio	8 a.m. a 7 p.m.
sábado	30 de julio	8 a.m. a 4 p.m.
domingo	31 de julio	1 p.m. a 5 p.m.
lunes	1 de agosto	8 a.m. a 2 p.m.

*Entre semana significa de lunes a viernes.



2925 Euclid Avenue
Cleveland, OH 44115

NONPROFIT
U.S. POSTAGE
PAID
CLEVELAND, OHIO
PERMIT NO. 3452

CONDADO DE CUYAHOGA

JUNTA ELECTORAL

Este espacio se dejó en blanco intencionalmente.

Votando el Día de las Elecciones

su lugar de votación es:

Su lugar de votación está impreso en la parte posterior.

Horas de votación: Su lugar de votación estará abierto el Día de las Elecciones de 6:30 a.m. a 7:30 p.m.

¡Conviértase en un Trabajador Electoral el Día de las Elecciones!

Gane entre **\$220 - \$250** mientras sirve a su comunidad y ve la democracia en acción. Obtenga más información e inscriba hoy mismo en nuestro sitio web, www.443vote.us

¿Qué identificación debo traer?

- ✓ Las formas aceptables de identificación incluyen una licencia de conducir de Ohio no vencida, una tarjeta de identificación del estado, una documentación provisional con su dirección anterior, una identificación militar o una factura de servicios públicos actual (dentro de los últimos 12 meses), un extracto bancario, un cheque de pago, un cheque del gobierno u otros documentos del gobierno con su nombre y su dirección actual, cuando su dirección actual está en el libro de votación.
- ✗ Su pasaporte o cualquier notificación de la Junta Electoral **incluido este aviso, NO** es una forma de identificación aceptable a fines de votación.



Agenda Item #16

Voucher Summary

Board Approval Date August 22, 2022

				\$72,994.29
	Vendor	Department	Description	Amount
1	PO211108 Berman Moving & Storage	Fiscal Services	Delivery and return of voting equipment and supplies to 270 Tier 1 voting locations (\$150/location) and 24 Tier 2 voting locations (\$195/location) for the August 2, 2022 Primary Election.	\$45,180.00
2	PO211025 Enterprise (Clerac)	Fiscal Services	Rental of 18 cargo vans and 40 mini vans to transport ballots and election materials for the August 2, 2022 Primary Election.	\$27,814.29

New Business

Calling all November 8, 2022 General Election Day Workers!

Be one of the first workers to:

REFER-A-FRIEND \$25 Bonus!*

*to be added to your Election Day pay



- Referring worker must be confirmed to work in the November 8, 2022 General Election.
- Referrals must be received by September 25, 2022.
- \$25 bonus provided for each referral, up to two (2) referrals.
- The new worker must not have been scheduled to work in any election from 2017 - present.
- In order to qualify for the bonus, both the referring worker and the new worker must fulfill their training requirements and work the entirety of their Election Assignment.



electionofficials@cuyahogacounty.gov
(216) 443-3277
www.443vote.us